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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Joseph E. Ribsam, Jr
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964
www.dhhs.nh.gov/dcyf

March 5, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families (DCYF) to amend an existing agreement with Southeastern Regional Educational Service Center, Inc., Vendor #154866-B001, 165 South River Road, Unit F, Bedford, New Hampshire 03110, to provide Afterschool Provider Support Services by adding reporting requirements to the original contract and to allow for electronic submission of invoices and reports, with no change to the completion date of June 30, 2019. This is a no-cost amendment. The original agreement was approved by Governor and Executive Council on July 19, 2017, (Item #9). 100% Federal Funds

EXPLANATION

The purpose of this amendment is to add reporting requirements to the original contract and to allow for electronic submission of invoices and reports. This is a no-cost amendment with no change to the original contract completion date.

Southeastern Regional Education Service Center, Inc. provides a needs assessment of NH communities to prioritize unmet afterschool care needs, technical assistance to afterschool programs based on the results of the needs assessment, training to afterschool providers operating in NH at no or low cost and several mentoring and technical assistance services to ensure high quality afterschool

care in New Hampshire. These expenditures are required to maintain federal funding for the NH Child Care Scholarship Program which provides child care subsidies to families to help them continue working or participating in a job search activity and to promote optimal child development.

Southeastern Regional Educational Service Center, Inc. was selected for this project through a competitive bid process.

As referenced in the Request for Proposals and in the Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

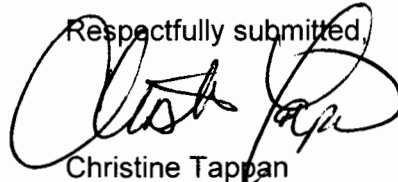
Should the Governor and Executive Council not authorize this request, federal sanctions could result in a reduction in federal funds to support the Child Care Scholarship Program resulting in financial hardship for families dependent on subsidized child care and the inability of some afterschool programs in need of technical assistance and training to remain in operation.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the US Department of Health and Human Services Resources and Services Administration, Child Care and Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) 93.575, Federal Award Identification Number (FAIN) G1701NHCCDF.

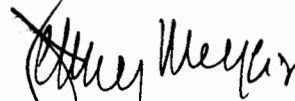
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Afterschool Provider Support Services Contract

This 1st Amendment to the Afterschool Provider Support Services contract (hereinafter referred to as "Amendment One") dated this 15th day of February, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern Regional Education Service Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 165 South River Road, Unit F, Bedford, New Hampshire 03110.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 19, 2017, (Item #9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the parties agree to modify the reporting requirements and payment schedule to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.9, Contracting Agent for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement
2. Form P-37 General Provisions, Block 1.10, State Agency Contact Number to read:
(603) 271-9330.
3. Exhibit A, Scope of Services, Section 4 Reporting Requirements, Sub-section 4.1 to read:
 - 4.1 The Contractor shall provide monthly quantitative reports on forms provided by the Department, which shall be due the 15th of the month following the end of each month. Additionally, the Contractor shall provide quarterly qualitative reports on forms provided by the Department, which shall be due the 15th of the month following the end of each quarter. Reports shall be submitted electronically to the Department.
4. Delete Exhibit B, Methods and Conditions Precedent to Payment, in its entirety and replace with Exhibit B Amendment #1, Methods and Conditions Precedent to Payment.

Handwritten signature and date: 2/27/18

New Hampshire Department of Health and Human Services
Afterschool Provider Support Services Contract



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3-7-18
Date

[Signature]
Name: Christy Yapp, Associate Commissioner
Title:

Southeastern Regional Education Services Center, Inc.

2/27/18
Date

[Signature]
Name: Paul Hebert
Title: Executive Director

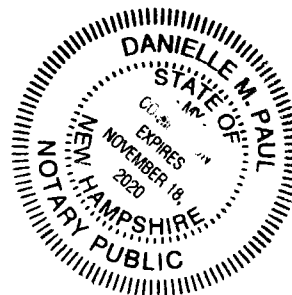
Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on February 27, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Danielle Paul, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11.18.2020



[Signature]
2/27/18


New Hampshire Department of Health and Human Services
Afterschool Provider Support Services Contract



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/22/18
Date


Name: Megan A. Joseph
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

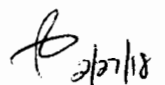




Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37 General Provisions, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Funding for this contract is contingent upon meeting the requirements in the Catalogue of Federal Domestic Assistance (CFDA) #93.575, U. S. Department of Health & Human Services, Child Care and Development Block Grant.
3. Payments for services shall be on a cost reimbursement basis for approved cost items, as specified in Exhibit B-1 Budget and Exhibit B-2 Budget.
4. Payment for said shall be made monthly as follows:
 - 4.1. The Contractor shall submit an invoice that identifies and requests reimbursement for authorized expenses, as indicated in Exhibit B-1 Budget and Exhibit B-2 Budget, incurred during the prior month no later than the twentieth day of the current month.
 - 4.2. The Contractor shall ensure invoices:
 - 4.2.1. Are submitted on a form provided by the Department;
 - 4.2.2. Include the date of billing;
 - 4.2.3. Detail the services provided;
 - 4.2.4. Amount attributable and performed by an approved sub-contractor, if applicable; and
 - 4.2.5. Expenses incurred that are considered Non-Federal Match per the funding grant requirements.
 - 4.3. Invoices and reports identified in Exhibit A, Section 4 Reporting Requirements, and Exhibit B Amendment #1, Methods and Conditions Precedent to Payments, may be submitted in hard copy format to:

NH Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord NH 03301
 - 4.4. In lieu of hard copies, all reports and invoices identified in Exhibit A, Section 4 Reporting Requirements, and Exhibit B Amendment #1, Methods and Conditions Precedent to Payments, can be assigned an electronic signature and may be emailed to the Bureau of Child Development and Head Start Collaboration email account at:

DHHS.ChildDevelopment@dhhs.nh.gov


2/27/18



Exhibit B Amendment #1

- 4.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B Amendment #1, Methods and Conditions Precedent to Payments.
6. The final invoice shall be due to the State no later than forty (40) days after the contract Completion Date. Failure to submit the invoice and accompanying documentation shall result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes to adjust encumbrances between State Fiscal Years, may be made by written agreement of both parties without obtaining further approval from the Governor and Executive Council, if needed and justified.

Handwritten signature and date: 2/27/18

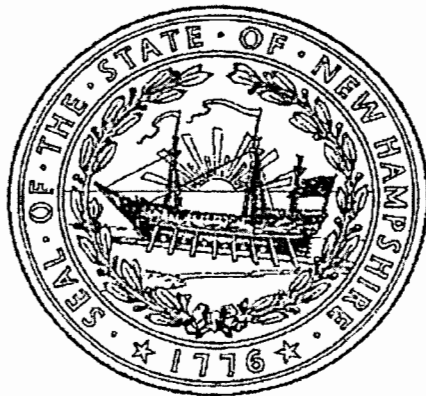
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEASTERN REGIONAL EDUCATIONAL SERVICE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 06, 1974. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64995



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2017.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



Southeastern Regional Education Service Center, Inc.

165 South River Road, Unit F
Bedford, NH 03110
Phone: 603-206-6800
Fax: 603-434-3891
www.seresc.net

PAUL HEBERT
Executive Director

CERTIFICATE OF AUTHORITY

The Board of Directors of the Southeastern Regional Education Service Center, Inc. do hereby certify that Paul Hebert is the duly appointed Executive Director of the Southeastern Regional Education Service Center, Inc. a New Hampshire Corporation duly existing under the law and having a principal place of business in Bedford, New Hampshire.

The Board also certifies that Paul Hebert is authorized by the Board of Directors of the Southeastern Regional Education Service Center, Inc. to sign on behalf of the corporation; all contracts, agreements, documents, application for payment from the Governor and Council, state bodies and all other individuals and entities.

The Board further certifies that Paul Hebert is authorized to execute on behalf of the Corporation; all contracts, agreements and other similar documents.

02-27-18
Date

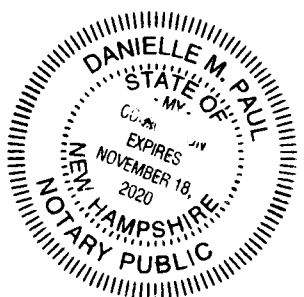
[Signature]
Mr. Eric McGee, Chairperson
SERESC Board of Directors

Acknowledgement:

State of NH, County of HILLSBOROUGH on 2-27-2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public

Danielle Paul, Notary Public
Name and Title of Notary Public



My Commission Expires: 11/18/2020



CERTIFICATE OF LIABILITY INSURANCE

SOUTHEA

OP ID: JB

DATE (MM/DD/YYYY)

02/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 House	Phone: 603-424-9901 Fax: 866-848-1223	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):																				
	INSURED Southeastern Regional Ed Service Ctr Inc. 29 Commerce Drive Bedford, NH 03110		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Citizens Ins Co Of America</td> <td>31534</td> </tr> <tr> <td>INSURER B :</td> <td>Massachusetts Bay Insurance Co</td> <td>22306</td> </tr> <tr> <td>INSURER C :</td> <td>*Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Citizens Ins Co Of America	31534	INSURER B :	Massachusetts Bay Insurance Co	22306	INSURER C :	*Hanover Insurance Company	22292	INSURER D :			INSURER E :			INSURER F :	
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INSURER F :																							

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ABV9626777	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ABV9626162	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHV9636434	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 3,000,000
						AGGREGATE \$ 3,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N / A		WDV9620856	07/01/2017	07/01/2018	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Directors & Office		EPP4335804-00	07/01/2017	07/01/2018	D&O 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Health and
 Human Services
 129 Pleasant Street
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie Bernier

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Southeastern Regional Education Service Center, Inc.

165 South River Road, Unit F
Bedford, NH 03110
Phone: 603-206-6800
Fax: 603-434-3891
www.seresc.net

PAUL HEBERT
Executive Director

SERESC Mission Statement

Inspiring innovation and excellence in education and professional practice.

MEMBER SCHOOL DISTRICTS

Auburn • Bedford • Candia • Hampstead • Hooksett
Londonderry • Merrimack • Timberlane

**SOUTHEASTERN REGIONAL EDUCATION
SERVICE CENTER, INC.**

Financial Statements

For the Year Ended June 30, 2016

(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

	<u>PAGE</u>
INDEPENDENT AUDITORS' REPORT	1
BASIC FINANCIAL STATEMENTS:	
Statement of Financial Position	4
Statement of Activities	5
Statement of Cash Flows	6
Notes to the Financial Statements	7
SUPPLEMENTARY INFORMATION:	
Schedule of Functional Expenses	16



INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Southeastern Regional Education Service Center, Inc.

Additional Offices:

Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying financial statements of Southeastern Regional Education Service Center, Inc., which comprise the statement of financial position as of June 30, 2016, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no

such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southeastern Regional Education Service Center, Inc. as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Organization's fiscal year 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 27, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Functional Expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 9, 2017 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Southeastern Regional Education Service Center, Inc.'s internal control over financial reporting and compliance.

Melanson Heath

May 9, 2017

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Statement of Financial Position
June 30, 2016
(with comparative totals as of June 30, 2015)

<u>ASSETS</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
Current Assets:				
Cash and cash equivalents	\$ -	\$ 148,414	\$ 148,414	\$ 205,974
Restricted cash - bond escrow	175,319	-	175,319	163,303
Accounts and grants receivable	879,544	-	879,544	746,131
Prepaid expenses	10,971	-	10,971	8,773
Total Current Assets	<u>1,065,834</u>	<u>148,414</u>	<u>1,214,248</u>	<u>1,124,181</u>
Property and equipment, net	<u>2,463,726</u>	<u>-</u>	<u>2,463,726</u>	<u>6,196,616</u>
TOTAL ASSETS	<u>\$ 3,529,560</u>	<u>\$ 148,414</u>	<u>\$ 3,677,974</u>	<u>\$ 7,320,797</u>
 <u>LIABILITIES AND NET ASSETS</u>				
Current Liabilities:				
Accounts payable	\$ 292,560	\$ -	\$ 292,560	\$ 257,924
Accrued expenses	55,394	-	55,394	65,071
Other liabilities	17,727	-	17,727	18,633
Deferred revenue	28,589	-	28,589	25,533
Line of credit	75,000	-	75,000	-
Current portion of long term debt	235,000	-	235,000	225,000
Total Current Liabilities	<u>704,270</u>	<u>-</u>	<u>704,270</u>	<u>592,161</u>
Long term debt net of current portion	<u>3,755,000</u>	<u>-</u>	<u>3,755,000</u>	<u>3,990,000</u>
Total Liabilities	4,459,270	-	4,459,270	4,582,161
Net Assets:				
Unrestricted	(979,650)	-	(979,650)	2,625,456
Board designated	49,940	-	49,940	41,531
Temporarily restricted	-	148,414	148,414	71,649
Total Net Assets	<u>(929,710)</u>	<u>148,414</u>	<u>(781,296)</u>	<u>2,738,636</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,529,560</u>	<u>\$ 148,414</u>	<u>\$ 3,677,974</u>	<u>\$ 7,320,797</u>

The accompanying notes are an integral part of these financial statements.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Statement of Activities
For the Year Ended June 30, 2016
(with comparative totals for the year ended June 30, 2015)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
Support and Revenue:				
Support:				
Federal grants	\$ 812,155	\$ -	\$ 812,155	\$ 1,063,676
Other government grants	58,993	135,000	193,993	251,080
Grants and contributions	50,958	19,250	70,208	72,984
Revenue:				
Consulting revenue	3,961,491	-	3,961,491	2,990,715
Membership revenue	75,109	-	75,109	78,791
Other services	2,067,179	-	2,067,179	1,923,687
Investment income:				
Interest income	68	11	79	73
Net assets released from restriction	<u>77,496</u>	<u>(77,496)</u>	<u>-</u>	<u>-</u>
Total Support and Revenue	7,103,449	76,765	7,180,214	6,381,006
Expenses:				
Program services	6,356,845	-	6,356,845	5,795,399
Management and general	<u>837,319</u>	<u>-</u>	<u>837,319</u>	<u>749,077</u>
Total Expenses	<u>7,194,164</u>	<u>-</u>	<u>7,194,164</u>	<u>6,544,476</u>
Change in net assets before impairment loss	(90,715)	76,765	(13,950)	(163,470)
Impairment loss (see Note 4)	<u>(3,505,982)</u>	<u>-</u>	<u>(3,505,982)</u>	<u>-</u>
Change in net assets	(3,596,697)	76,765	(3,519,932)	(163,470)
Net Assets, Beginning of Year	<u>2,666,987</u>	<u>71,649</u>	<u>2,738,636</u>	<u>2,902,106</u>
Net Assets (deficit), End of Year	<u>\$ (929,710)</u>	<u>\$ 148,414</u>	<u>\$ (781,296)</u>	<u>\$ 2,738,636</u>

The accompanying notes are an integral part of these financial statements.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Statement of Cash Flows
For the Year Ended June 30, 2016
(with comparative totals for the year ended June 30, 2015)

	<u>2016</u>	<u>2015</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets before impairment loss	\$ (13,950)	\$ (163,470)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	232,754	250,450
Loss on sale of equipment	4,161	-
(Increase) decrease in:		
Accounts and grants receivable	(133,413)	12,110
Prepaid expenses	(2,198)	3,854
Increase (decrease) in:		
Accounts payable	34,636	28,593
Accrued expenses	(9,677)	1,579
Other liabilities	(906)	1,124
Deferred revenue	<u>3,056</u>	<u>22,939</u>
Net Cash from Operating Activities	114,463	157,179
<u>Cash Flows From Investing Activities:</u>		
Purchase of fixed assets	<u>(10,007)</u>	<u>(27,194)</u>
Net Cash from Investing Activities	<u>(10,007)</u>	<u>(27,194)</u>
<u>Cash Flows From Financing Activities:</u>		
Line of credit proceeds	75,000	-
Line of credit payments	-	(50,000)
Principal payments of long term debt	<u>(225,000)</u>	<u>(210,000)</u>
Net Cash Used By Financing Activities	<u>(150,000)</u>	<u>(260,000)</u>
Net Change in Cash, Cash Equivalents and Restricted Cash	(45,544)	(130,015)
Cash, Cash Equivalents and Restricted Cash, Beginning	<u>369,277</u>	<u>499,292</u>
Cash, Cash Equivalents and Restricted Cash, Ending	<u>\$ 323,733</u>	<u>\$ 369,277</u>
SUPPLEMENTAL INFORMATION:		
Interest Paid	<u>\$ 156,779</u>	<u>\$ 176,015</u>

The accompanying notes are an integral part of these financial statements.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Notes to the Financial Statements

1. Organization

Southeastern Regional Education Service Center, Inc. (the Organization) was formed in 1974 when fourteen New Hampshire school districts pooled their resources to support special education students being mainstreamed into public schools for the first time. The Organization was created as, and remains, a non-profit entity managed by a Board of Directors comprised of school board members and superintendents of schools. As an educational consortium, the Organization has both a regional and statewide focus in order to serve all educational communities. The Organization is known for piloting innovative practices and creativity, technological sophistication, and professional development that contributes to accountability, improved student learning, and excellence in the teaching profession. The Organization's main focus areas are education, professional development, and technology.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

Comparative Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2015, from which the summarized information was derived.

Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities and a Statement of Cash Flows.

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

Restricted and Unrestricted Revenue

Contributions received are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on the existence and/or nature of any donor restrictions.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2016, management has taken into account a variety of factors.

Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying Statement of Activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Schedule of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

General and administrative expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

Tax Status

Southeast Regional Education Service Center, Inc. is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after filing.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2016, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

3. Concentration of Credit Risk - Cash and Cash Equivalents

The carrying amount of the Organization's deposits with financial institutions was \$306,979 at June 30, 2016. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at June 30, 2016. The bank balance is categorized as follows:

Insured by FDIC	\$ 164,262
Covered by SIPC	<u>147,204</u>
Total Bank Balance	<u>\$ 311,466</u>

4. Property, Equipment and Depreciation

A summary of the major components of property and equipment is presented below:

	<u>2016</u>	<u>2015</u>
Land and land improvements	\$ 241,955	\$ 1,058,330
Buildings and improvements	2,161,945	7,347,014
Furniture, fixtures and equipment	1,384,087	1,374,081
Vehicles	<u>-</u>	<u>13,960</u>
Subtotal	3,787,987	9,793,385
Less: accumulated depreciation	<u>(1,324,261)</u>	<u>(3,596,769)</u>
Total	<u>\$ 2,463,726</u>	<u>\$ 6,196,616</u>

Depreciation expense for the year ended June 30, 2016 totaled \$232,754.

As a result of the pending sale of the building, the Organization determined that the fair value was below its carrying value. Accordingly, an impairment loss of \$3,505,982 was recorded in the Statement of Activities at June 30, 2016, and the carrying value of the property reduced to its estimated fair value (Note 2).

5. Accrued Expenses

Accrued expenses consist primarily of payroll related liabilities.

6. Line of Credit

The Organization has available a revolving line of credit with a bank in the amount of \$300,000. The outstanding balance on this line at June 30, 2016 was \$75,000. This line expires on October 1, 2016, is payable on demand, and requires monthly interest only payments calculated on the outstanding balance from the previous month. Interest is variable, based on Wall Street Prime adjusted daily. Said rate is subject to a floor of 4.00%. The current rate at June 30, 2016 was 5.50%.

7. Long-term Debt

Long-term debt as of June 30, 2016 consisted of the following:

Bond payable due in varying monthly installments and interest at 2.8% due semiannually, paid by the Organization on a monthly basis, payable over 30 years, and secured by a letter of credit.	\$ 3,990,000
Total	3,990,000
Less amount due within one year	<u>(235,000)</u>
Long-term debt, net of current portion	<u>\$ 3,755,000</u>

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2016	\$ 235,000
2017	115,000
2018	120,000
2019	125,000
2020	130,000
Thereafter	<u>3,265,000</u>
	<u>\$ 3,990,000</u>

On December 29, 2011, the Organization and the purchaser of the bond agreed to a new multi-annual rate agreement under which the bond will be subject to mandatory remarketing on October 31, 2016. The bond is backed in full by a letter of credit, expiring on November 14, 2016. Subsequent to year end, the letter of credit was extended to expire on November 3, 2017.

The Organization is subject to financial covenants that require the maintenance of minimum and maximum liquidity ratio, debt service coverage ratio and debt to tangible net worth ratio. These financial covenants are effective if the bonds are no longer secured by a letter of credit. In fiscal year 2016, the bonds were secured by a letter of credit, making the financial covenants inapplicable.

8. Board Designated Net Assets

Board designated net assets are comprised of two programs, the Center for Effective Behavioral Interventions and Supports (CEBIS) program and SMS services by speech pathologists. Funds represent net earnings from CEBIS workshops, consulting and SMS insurance payments. The CEBIS funds are to be used to offset expenses that are not funded by grants. The SMS funds are to be used to service speech patients after the yearly grant funds from the NH Bureau of Special Medical Services have been expended.

9. Temporarily Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2016:

Handicap Fund	\$ 19,682
New Hampshire Charitable Foundation	36
Preschool Technical Assistance Network - District Funds	42,176
Preschool Technical Assistance Network - Private Grants	81,091
Scholarship Fund	<u>5,429</u>
Temporarily restricted net assets	<u>\$ 148,414</u>

10. Net Assets Released from Restriction

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose.

11. Defined Contribution Benefit Plan

The Organization sponsors a defined contribution plan (the Plan) covering all employees age 18 and over, with at least one consecutive year of service who agree to make contributions to the Plan. The Organization has the option of making a discretionary matching contribution. No matching contributions were made by the Organization for the year ended June 30, 2016.

12. Operating Leases

The Organization leases office equipment under various lease agreements. Equipment rental expense totaled \$19,703 for the year ended June 30, 2016.

13. Fair Value Measurements

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Bond payable	\$ <u>3,990,000</u>	\$ <u>3,990,000</u>	\$ <u>-</u>	\$ <u>3,990,000</u>	\$ <u>-</u>
Total liabilities	\$ <u>3,990,000</u>	\$ <u>3,990,000</u>	\$ <u>-</u>	\$ <u>3,990,000</u>	\$ <u>-</u>

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.

14. Related Party Transactions

The Organization's Board of Directors comprises superintendents and school board representatives from member New Hampshire school districts. The Organization provides a significant amount of services to several of these entities.

15. Concentrations of Risk

A material part of the Organization's revenue is derived from services provided to member districts and the New Hampshire Department of Education, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2016, Merrimack School District (SAU 26) and Bedford School District (SAU 25) accounted for 26% and 9% of the Organization's program service revenue, respectively.

Additionally, Merrimack School District and the New Hampshire Department of Health and Human Services accounted for 19% and 14% of the Organization's accounts receivable, respectively.

16. Supplemental Disclosure of Cash Flow Information

In fiscal year 2016, the Organization early adopted Accounting Standard Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 203): Restricted Cash*. The amendments in this update require that a Statement of Cash Flows explain the change during the fiscal year of restricted cash as part of the total of cash and cash equivalents.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Statement of Financial Position to the same such amounts reported in the Statement of Cash Flows.

	<u>2016</u>	<u>2015</u>
Cash and Cash Equivalents	\$ 148,414	\$ 205,974
Restricted Cash	<u>175,319</u>	<u>163,303</u>
Total Cash, Cash Equivalents and Restricted Cash shown in the Statement of Cash Flows	<u>\$ 323,733</u>	<u>\$ 369,277</u>

17. Merger

As of July 1, 2015, Hear in New Hampshire, Inc., a 501(c)(3) organization with a similar mission, merged with the Organization. The merged organization will continue under the name of Southeastern Regional Education Service Center, Inc., and Hear in New Hampshire will become a program within the Organization.

18. Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2016 through May 9, 2017, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

On May 3, 2017, the Organization signed a purchase and sale agreement on the property at 29 Commerce Drive in Bedford, New Hampshire. The negotiated sales price is subject to approval by the holder of the Letter of Credit, which was pending at the time that the financial statements were issued.

19. Deficit Net Assets

The Organization sustained losses in the current and previous years contributing to the accumulated deficit net asset balance of (\$781,296) at June 30, 2016. However, the most significant contributing factor to the accumulated deficit occurred in fiscal year 2016 as a result of the pending sale of the building (Note 18). The Organization determined that the fair value was below its carrying value and, accordingly, an impairment loss of \$3,505,982 was recorded in the Statement of Activities at June 30, 2016 (Note 4).

In connection with the sale of the building, the Organization is working closely with People's United Bank (the holder of the letter of credit that backs the bond) to restructure the debt associated with a potential deficiency related to the sale of the building.

The Organization has also addressed the deficit by implementing a solid plan to restructure the Organization to allow it to function in a way that generates positive cash flow and positive net income on an accrual basis in fiscal year 2018. A number of programs are being discontinued, and others are being pared back significantly.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Schedule of Functional Expenses
For the Year Ended June 30, 2016
(with comparative totals for the year ended June 30, 2015)

	<u>Program Services</u>	<u>Management and General</u>	<u>2016 Total</u>	<u>2015 Total</u>
Personnel expense:				
Salaries and wages	\$ 2,785,600	\$ 459,098	\$ 3,244,698	\$ 2,798,190
Employee benefits	455,325	51,902	507,227	384,746
Payroll taxes	206,181	35,672	241,853	224,622
Advertising	8,314	3,315	11,629	13,037
Catering	178,660	-	178,660	165,618
Communications	116,102	41,799	157,901	132,963
Contract services	1,848,598	9,194	1,857,792	1,759,206
Depreciation	226,134	6,620	232,754	250,450
Equipment rental	1,524	18,179	19,703	20,453
Insurance	6,250	20,726	26,976	26,023
Interest	151,112	4,423	155,535	175,346
Miscellaneous	13,884	10,535	24,419	24,005
Office expense	2,036	5,592	7,628	5,764
Professional fees	-	17,419	17,419	38,259
Repairs and maintenance	37,813	116,275	154,088	168,691
Supplies	109,849	23,042	132,891	145,717
Travel	121,443	1,879	123,322	103,293
Utilities	21,007	78,662	99,669	108,093
Indirect costs	<u>67,013</u>	<u>(67,013)</u>	<u>-</u>	<u>-</u>
 Total Functional Expenses	 <u>\$ 6,356,845</u>	 <u>\$ 837,319</u>	 <u>\$ 7,194,164</u>	 <u>\$ 6,544,476</u>

See Independent Auditors' Report.

SERESC 2017-2018 Board of Directors

Revised July 2017

SAU #25		
Bedford, 103 County Road, Bedford, NH 03110 (603)472-3755		
Superintendent (Chairperson)	Mr. Chip McGee	
School Board Representative	Mr. William Foote	

SAU #12		
Londonderry, 268C Mammoth Road, Londonderry NH 03053 (603)432-6920		
Superintendent	Mr. Scott Laliberte Nate Greenberg	
School Board Representative	Mr. Stephen Young	

SAU #15		
Candia, Auburn, Hooksett, 90 Farmer Road, Hooksett, NH 03106 (603)622-3731		
Superintendent	Dr. Charles P. Littlefield	
School Board Representative, Auburn	Ms. Janice Baker	
School Board Representative, Candia	Ms. Kim Royer	
School Board Representative, Hooksett	Ms. Kara Salvas	

SAU #26		
Merrimack, 36 McElwain Street, Merrimack, NH 03054 (603)424-6200		
Superintendent	Ms. Marjorie Chiafery	
School Board Representative	Mr. Andy Schneider	

SAU #55		
Timberlane/Hampstead, 30 Greenough Road, Plaistow, NH 03865 (603) 382-6119		
Superintendent	Dr. Earl Metzler	
School Board Representative, Timberlane	Ms. Donna Green	
School Board Representative, Hampstead	Ms. Cathleen Abruzzese	

SUSAN ZACCARDO GIMILARO

PROFILE

Recognized leader in early childhood education with over 30 years experience in consulting, mentoring, training, program development and administration, as well as direct care. Committed to improving the quality of care for young children and their families. Proven ability to successfully work with diverse populations, establishing effective and productive working relationships. Resourceful and creative developer of training courses and materials, with the ability to tailor instruction to individual needs and learning styles. Strong work ethic with a commitment to the highest ethical standards.

PROFESSIONAL EXPERIENCE

SERESC

2011-present

Project Director, ACROSS NH

Contracted through the NH Child Development Bureau to develop and establish a statewide network of consultation, training, and technical assistance to after school providers. ACROSS NH was a start-up organization with the Project Director designing and developing all aspects of infrastructure, including fiscal management. Focus of the project is statewide professional development for afterschool staff, as well as on-site technical assistance for areas in need of support. The Project Director is responsible for recruiting, training, and mentoring the ACROSS NH consultant team. Additional responsibilities include leadership training in the afterschool community.

Plymouth State University

2016 – present

Teaching Lecturer

Developed and taught *Leadership and Advocacy for Children* (CD 4000.01), a new course in Child and Family Studies.

Harvard University

2007 - 2011

Learning Facilitator

Certified Learning Facilitator for *Mind in the Making*, a Families and Work Institute Initiative. Contracted to work with Harvard Achievement Support Initiative (HASI) to facilitate learning programs for Boston Public Schools and early care and education programs in the Greater Boston area.

PROFESSIONAL EXPERIENCE (continued)

HASI Coach

2007 – 2010

Contracted consultant to the Harvard Achievement Support Initiative to coach school day teachers and after school staff in the Boston Public School in the Three to Third Initiative and the Step Up Initiative. Supported learning activities of children in preschool through Grade 5. Trained faculty and staff in *Smart Talk*, HASI's program of homework support and learning time enrichment activities.

Granite State College, Concord, NH

2002 – 2008

Faculty, 2002 - 2008

Course developer of both online interactive courses and traditional classroom courses. Able to adapt teaching strategies for each group of students and coach individual students. Skilled in presenting engaging lectures, leading discussions, creating meaningful assignments. Educator of more than 400 students, receiving above average to outstanding performance evaluations. Knowledgeable in 2 online course delivery systems.

Granite State College

Resource Faculty, 2005 – 2006

Researched, designed, and implemented a portfolio system for all ECE students. Aided faculty in developing portfolio assignments. Assisted faculty with credential applications. Guided new faculty in syllabus preparation. Facilitated faculty meetings. Participated in the development of faculty hiring criteria

Wheelock College, Boston, MA

2003 – 2007

Faculty, 2003 – 2007

Co-instructor of annual week-long intensive Infant and Toddler seminar focused on improving the quality of infant-toddler care in NH. This is a CCDF supported course that trains providers working with some of NH's neediest children and families.

Faculty, 2006 – 2007

Co-instructor of Master's Level LPA 836: Infant and Toddler Programming. Instructor of LPA 836 as an on-campus Summer Professional Development Institute.

Academic Advisor and Portfolio Manager, 2003 – 2007

Advisor for Master's degree program. Transitioned students into cohort learning format. Monitored student progress. Advised students in development of leadership projects, academic plans, and career opportunities. Guided students in

PROFESSIONAL EXPERIENCE (continued)

preparing an academic portfolio and presentation. Coordinated and trained ECE leaders in reviewing student portfolios. Actively participated in all Wheelock Cohort programs, portfolio reviews, and documentation development.

Child Development Bureau, Concord, NH **2000 – 2006**
Consultant

Specialist in the credential program. Reviewed and awarded more than 500 credentials. Established strategies to work with NHCTC and Granite State College for faculty credentials. Presented workshops to assist with preparing a credential application. Collaborated with Resource and Referral agencies in the development of a credential PowerPoint Presentation. Worked in developing the NH legislative rule for the credential program.

The Applewood Learning Center, Londonderry, NH **1989-2000**
Co-Founder and Director

Co-founder and Director of this non-profit early care and education program, serving 90 low- and middle-income families of children ages 6 weeks through 12 years. Recognized as a leader in quality programs for children. Responsible for initial program start-up, fiscal policy, staff selection and training, curriculum, community relations, and development of parent board of directors. Created *AppleCorp*, a volunteer training program for teenagers 13 – 15 years old.

- Managed start-up budget of \$20,000; annual budget in year 11, \$875,000
- Educated and empowered parent board of directors who created by-laws, assisted in grant writing, motivated families, and provided training to other boards
- Devised staff retention policies to minimize staff turnover rate to be one of the lowest in NH
- Evaluated and improved program quality to achieve NAEYC Accreditation in 1993 and 1996, with a merit extension award in 1997
- Assisted in grant writing, to receive over \$120,000 in grants
- Coordinated the purchase and renovation of a new facility for Applewood in 1998
- Recognized as the only program in NH to have all teaching staff receive credentials at the first awarding of credentials

CONSULTATION EXPERIENCE

Consultant **2000 – present**
Consultant and mentor on quality initiatives, including administration, staff performance and development, curriculum, infant and toddler development, afterschool programs, and parent relationships.

CONSULTATION EXPERIENCE (continued)

Consultant for PTAN (Preschool Technical Assistance Network) 2009 - present
Consultant in staff development on successful partnerships with parents and preschool programs to benefit their work with children with special needs and challenging behaviors.

Consultant Development 2010 - 2011
Trainer for the Child Development Bureau's Consultant Development Program. Designed the training for this initiative. Partnered consultant mentors with protégées. Created an online forum for mentors and protégées to discuss the joys and challenges of consulting.

Consultant 2003
Consultant in organizational design for the New Hampshire affiliate of NAEYC. Prepared the 3 and 5 year strategic plans for the affiliate rebuilding process, required by NAEYC in order for NH to retain affiliate status. Met annually with the Washington, DC, staff, as NH's representative on the High Performing Inclusive Organization team.

EDUCATION

Cornell University, Ithaca, New York 1981 - 1985
M.A. Educational Administration

- Focus: Early Childhood Education
- Thesis: The Effects of a Montessori Educational Experience

Regis College, Weston, MA 1977 - 1981
A.B. English

- Minor: Elementary Education
- Certification: N-3

Continuing Education:

Wheelock College, Boston, MA 2002 - present

- LPA 850: Special Topics: Senior Mentor Corp
- 2007 Study Group to Reggio Emilia, Italy

Syracuse University, Syracuse, NY 2004

- CFS 535: Quality Infant/Toddler Caregiving

Pacific Oaks College, Pasadena, CA 2006

- HD 515: The Art of Observation

VOLUNTEER EXPERIENCE – PROFESSIONAL

NH Afterschool Network, member of Leadership Team, Subcommittee member for Program Quality and Professional Development, 2011 – present

eein – Early Education and Intervention Network, 2010 – 2011, Treasurer

NHAEYC, NH organization of 1000 members, current member and presenter

- Administrators' Conference, Co-Chair, 1993 – 1999, 2003 – 2005
- Affiliate Representative in Washington, DC, 2004 - 2005
- Past President, 1995 – 1996
- President, 1994 – 1995
- Secretary, 1990 – 1994

PUBLICATIONS

"The AppleCorps: An Alternative to Young Teens Home Alone" in *Child Care Information Exchange*, March/ April 2008

"The Lifetime Value of a Loyal Customer" in *Child Care Information Exchange*, September 2010

"Mission-Drive Advertising: Makes You Want to Work There" in *Child Care Information Exchange*, January 2011

"What You Should Know About Lead Poisoning" in *ParentingNH*, April 2016

PROFESSIONAL MEMBERSHIPS

National Association for the Education of Young Children, NH Affiliate
New Hampshire Afterschool Network
Early Learning New Hampshire

CREDENTIALS AND AWARDS

Director, Level 4, Credential, NH Professional Development System

Master Professional Credential in Early Childhood and Afterschool, NH Professional Development System, with endorsements as Faculty, Trainer, Consultant and Mentor

Administrator of the Year Award, 1997, NHAIEYC

Catherine Hazelton

SUMMARY

As a highly organized, responsible and motivated professional with strong verbal and written communication skills, I am able to plan, manage and complete projects independently and on time. I possess strong administrative skills in long range planning, project management and virtual communication. I possess technology skills in many online applications including MS Office applications and management program systems

PROFESSIONAL EXPERIENCE

Project Assistant, ACROSS NH, SERESC, Bedford, NH

- February 2015 to Present
- NH Afterschool Master Professional Credential with Program Consultant, Workshop Trainer, and Individual Mentor Endorsement and NH Afterschool Direct Service Credential Level 6

Owner, Venture Out Services LLC, Brookline, NH, A virtual and onsite administrative business support company.

- January 2013 to December 2016

Kindergarten Instructional Assistant, Hollis Primary School, Hollis, NH

- March 2010 to June 2012

Kindergarten Care Program Creator and Teacher, Boys and Girls Club of Souhegan Valley, Milford, NH

- August 2009 to March 2010

Adjunct Faculty Professor, Nashua Community College, Education Department, Nashua, NH

- Spring 2006 to Fall 2009
- Emerging Literacy, Growth and Development of the Young Child, Foundations of Early Childhood Education

Workshop Presenter/Trainer for NH Child Care Reference & Referral Agency, Nashua, NH

- Fall 2006 to Spring 2008

Kindergarten Teacher, Hollis Academy for Children, Hollis, NH

- September 2005 to June 2006

First Grade Teacher, Duzine School, New Paltz, NY

- September 2001 to June 2004

Executive Assistant, NetPublications, Inc., Poughkeepsie, NY

- 2000-2001

First Grade Teacher, Gilmanton School, Gilmanton, NH

- September 1995 to June 2000

Art Teacher, Knox School, St. James, NY

- 1992-1993

AmeriCorps VISTA Volunteer, The Friends Program, Concord, NH

- 1991-1992
- Developed a comprehensive program for children and families living in a subsidized housing development

EDUCATION AND CREDENTIALS

Lesley University Graduate School, M. Ed. Early Childhood Education, Cambridge, MA, May 1995

Hartwick College, B.A. Anthropology, Oneonta, NY, 1991

- Study Abroad, Kenya and Tanzania

Noble and Greenough School, HS Diploma, Dedham, MA, 1987

Afterschool Master Professional and Direct Service Credential, Child Development Bureau, Concord, NH

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Southeastern Regional Education Service Center

Name of Contract: Afterschool Provider Support Services

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THE CONTRACT	AMOUNT PAID FROM THE CONTRACT
Susan Gimilaro	Project Director	\$61,152	100.00%	
Catherine Hazelton	Project Assistant	\$22,176	100.00%	
		\$0	0.00%	
		\$0	0.00%	
		\$0	0.00%	
		\$0	0.00%	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				

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		\$0	0.00%	
		\$0	0.00%	
		\$0	0.00%	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				

9 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner
Christine Tappan
Interim Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 20, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into an agreement with Southeastern Regional Educational Service Center (Vendor #154866-B001), 29 Commerce Drive, Bedford, NH 03110, in an amount not to exceed \$300,000, to provide Afterschool Provider Support Services, effective upon date of Governor and Executive Council approval, through June 30, 2019. 100% Federal Funds.

Funds to support this request are anticipated to be available in State Fiscal Year 2018 and State Fiscal Year 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-42-421110-29780000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Fiscal Year	Class	Title	Activity Code	Budget
2018	102-50734	Contracts for Program Services	42117710	\$150,000
2019	102-50734	Contracts for Program Services	42117710	\$150,000
			Total:	\$300,000

EXPLANATION

Funds in this agreement will be used for the provision of Afterschool Provider Support Services. The Division for Children, Youth and Families is designated by the Department of Health and Human Services to administer Child Care and Development Funds. These expenditures are required to maintain federal funding for the NH Child Care Scholarship Program which provides child care subsidies to families to help them continue working or participating in a job search activity and to promote optimal child development.

Services of this contract include a needs assessment of NH communities to prioritize unmet afterschool care needs, technical assistance to afterschool programs based on the results of the needs assessment, training to afterschool providers operating in NH at no or low cost and several mentoring and technical assistance services to ensure high quality afterschool care in New Hampshire. This

requested action meets conditions of the federal mandate through the provision of technical assistance and trainings for afterschool providers and programs.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Council not authorize this request, federal sanctions could result in a reduction in federal funds to support the Child Care Scholarship Program resulting in financial hardship for families dependent on subsidized child care and the inability of some afterschool programs in need of technical assistance and training to remain in operation.

Southeastern Regional Educational Service Center was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from February 21, 2017 through April 6, 2017.

The Department received one (1) proposal. The proposal was reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposal. The bid summary is attached.

As referenced in the Request for Proposals and in the Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- The number of new afterschool slots in programs, three (3) months after the end of technical assistance (80% must come from priority municipalities, identified as areas of high poverty or high need) shall be at a minimum of 75.
- The number of licensed programs that receive comprehensive technical assistance at a minimum of 100;
- The number of license exempt programs that receive comprehensive technical assistance shall be at a minimum of 75;
- The number of individuals working in licensed programs that receive comprehensive technical assistance shall be at a minimum of 200;
- The number of individuals working in license exempt programs that receive comprehensive technical assistance shall be at a minimum of 150;
- The number of Afterschool Basics trainings provided shall be at a minimum of 10;
- The number of attendees at Afterschool Basics trainings at a minimum of 100;
- The number of more advanced trainings provided at a minimum of 60;
- The number of attendees at advanced trainings at a minimum of 600.
- The number of NH Afterschool Credential trainings provided at a minimum of 10;
- The number of attendees at NH Afterschool Credential trainings at a minimum of 100;
- The number of individuals who complete a formal technical assistance program for the after school credential at a minimum of 25; and

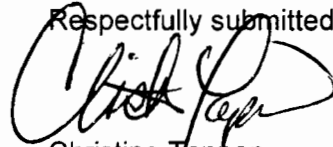
- The number of individuals who are awarded NH Afterschool credential within three (3) months of the completion of the formal technical assistance program at a minimum of 25.

Area Served: Statewide

Source of funds: 100% Federal funds from the US Department of Health and Human Services Resources and Services Administration, Child Care and Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) 93.575, Federal Award Identification Number (FAIN) G1701NHCCDF.

In the event that the Federal funds become no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Christine Tappan
Senior Division Director

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

After School Provider Support Services

RFP Name

RFP-2018-DCYF-05-AFTER

RFP Number

Bidder Name

1. SERESC, Inc.

2. _____

3. _____

Pass/Fail	Maximum Points	Actual Points
	300	272
	300	0
	300	0

Reviewer Names

1. Claudette Mallory, Child Care Prog Imprvmt Spclst, DCYF
2. Deirdre Dunn, Div Devlpmt Svc Administrator
3. Kristin Booth, Dir Residentl & Inst Child Dev DCYF
4. Maureen Burke, Prog Spclst IV DCYF Child Dev, Cost
5. Rebecca Lorden, Admin III, Child Protectn & Juv Jus, Cost

Subject: Afterschool Provider Support Services (rfp-2018-dcyf-05-after-01)

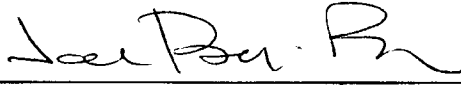
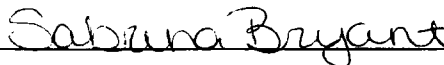
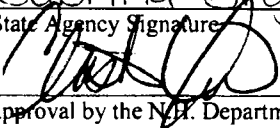
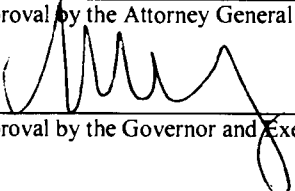
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southeastern Regional Education Service Center, Inc.		1.4 Contractor Address 29 Commerce Drive Bedford, NH 03110	
1.5 Contractor Phone Number 603-206-6800	1.6 Account Number 05-95-42-421110-2978-102	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$300,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jane Bergeron - Beaulieu Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>June 12, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: center;"> SABRINA BRYANT, Notary Public State of New Hampshire My Commission Expires August 3, 2021 </div> [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Sabrina Bryant - Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christie Tappan, Senior District Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/27/17</u> Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials JBB
Date 6/12/17



Exhibit A

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

2. STATEMENT OF WORK

The Contractor shall provide a statewide program to provide Afterschool Provider Support Services which shall include but not be limited to:

- 2.1 Assist afterschool licensed and license exempt providers statewide with program expansion in areas where there is an unmet need.
- 2.2 Assist afterschool licensed and license exempt programs provide quality care for all school age children with a focus on areas of high poverty and need.
- 2.3 Provide afterschool licensed and license exempt providers statewide training services which shall include:
 - 2.3.1 A continuum of training for afterschool providers that spans from Afterschool Basics to more advanced training,
 - 2.3.2 Advanced trainings shall include information on identifying and serving homeless children and families, an awareness of the needs and issues faced by these children, and information regarding addressing the special needs of families experiencing homelessness.
 - 2.3.3 Include the Afterschool Core Knowledge Area(s).
 - 2.3.4 Shall be at little or no cost.
- 2.4 Provide trainers for group trainings to providers in afterschool programs who have the CDB Afterschool Master Professional Credential with the Workshop Trainer, Faculty or Allied Professional Endorsement.



Exhibit A

- 2.5 Provide technical assistance consultation services that focus on improving the quality of afterschool services.
- 2.6 Ensure that Consultants providing technical assistance consultation must have the CDB Afterschool Master Professional Credential with the Program Consultant or Allied Professional Endorsement.
- 2.7 Ensure that Mentors providing technical assistance to providers must have the CDB Afterschool Master Professional Credential with the Individual Mentor or Program Consultant Endorsement.
- 2.8 Provide statewide training and technical assistance specific to an overview of the afterschool credential and how to apply, to increase the number of credentialed afterschool providers in New Hampshire.
- 2.9 Comply with the New Hampshire State Law RSA 170-E:7, if applicable
- 2.10 Provide information and assistance to License Exempt afterschool providers around health and safety requirements, background checks and monitoring requirements as outlined by the CCDBG Reauthorization.
- 2.11 Administer the Afterschool Provider Support Services contract.

3. STAFFING

- 3.1 The Contractor shall provide knowledgeable staff who are credentialed by the Afterschool Master Professional Lattice to perform the corresponding duties as reflected in the table below:

Duties	Credential Level
Hired to Provide Training or Workshops	Trainer, Faculty, or Allied Professional
Mentoring	Individual Mentor or Program Consultant
Technical Assistance	Program Consultant or Allied Professional

- 3.2 The Contractor shall require that all staff, sub-contractors, and volunteers working on this project, who come in contact with children, receive background and central registry checks, as appropriate.
- 3.3 The Contractor shall ensure that sub-contractors or volunteers only receive compensation provided by this contract if the time spent participating in the contract activities is not paid by another employer or funding source.

4. REPORTING REQUIREMENTS

- 4.1 The Contractor shall provide quarterly qualitative and quantitative reports on forms provide by the Department, which shall be due the 15th of the month following the end of each quarter. Reports shall be submitted electronically to the Department.
- 4.2 The Contractor shall meet with the Department as requested, twice a year in person and twice by phone.



Exhibit A

- 4.3 The Contractor shall compile a performance review report at the end of each fiscal year. The report shall be due by the 15th of the month following the end of each state fiscal year.
- 4.4 The Contractor shall submit a work plan within 30 days of the approval of the contract.
- 4.5 The Contractor shall maintain detailed supporting documentation for these reports which shall be available to the Department for review upon request and shall be retained for up to seven (7) years of the contract completion date.
- 4.6 The Contractor shall allow periodic reviews of the systems of governance, administration, and clinical and financial management in order to assure systems are adequate to provide the contracted services. Reviews shall include records in effort to measure compliance.
- 4.7 The Contractor shall make corrective actions as advised by the Department if services are not found to be in compliance.

5. PERFORMANCE MEASURES

- 5.1 The Contractor shall comply with the following performance measures:
 - 5.1.1 The number of new afterschool slots in programs, three months after the end of technical assistance (80% must come from priority municipalities, identified as areas of high poverty or high need) shall be at a minimum of 75;
 - 5.1.2 The number of licensed programs that receive comprehensive technical assistance at a minimum of 100;
 - 5.1.3 The number of license exempt programs that receive comprehensive technical assistance shall be at a minimum of 75;
 - 5.1.4 The number of individuals working in licensed programs that receive comprehensive technical assistance shall be at a minimum of 200;
 - 5.1.5 The number of individuals working in license exempt programs that receive comprehensive technical assistance shall be at a minimum of 150;
 - 5.1.6 The number of Afterschool Basics trainings provided shall be at a minimum of 10;
 - 5.1.7 The number of attendees at Afterschool Basics trainings at a minimum of 100;
 - 5.1.8 The number of more advanced trainings provided at a minimum of 60;
 - 5.1.9 The number of attendees at advanced trainings at a minimum of 600;
 - 5.1.10 The number of NH Afterschool Credential trainings provided at a minimum of 10;
 - 5.1.11 The number of attendees at NH Afterschool Credential trainings at a minimum of 100;
 - 5.1.12 The number of individuals who complete a formal technical assistance program for the after school credential at a minimum of 25; and
 - 5.1.13 The number of individuals who are awarded NH Afterschool credential within three months of the completion of the formal technical assistance program at a minimum of 25.



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.575, Federal Agency Health and Human Services, Child Care and Development Block Grant, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.2. The invoices must;
 - 4.2.1. Clearly identify the amount requested and the services performed during that period.
 - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 4.2.3. Separately identify any work and amount of attributable and performed by an approved sub-contractor, if applicable.
 - 4.2.4. Separately identify any expenses incurred by the Contractor that will be considered Non-Federal Match per the funding grant requirements.
 - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.

**Exhibit B-1
Budget**

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Southeastern Regional Education Service Center / ACROSS NH

Budget Request for: Afterschool Provider Support Services
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

1. Total Salary/Wages	\$ 88,328.00	\$	\$ 88,328.00	\$	\$ 5,000.00	\$	\$ 83,328.00	\$	\$	\$ 83,328.00
2. Employee Benefits	\$ 4,120.00	\$	\$ 4,120.00	\$	\$ 1,900.00	\$	\$ 2,220.00	\$	\$	\$ 2,220.00
3. Consultants	\$ 41,523.00	\$	\$ 41,523.00	\$	\$	\$	\$ 41,523.00	\$	\$	\$ 41,523.00
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies:	\$ 1,200.00	\$	\$ 1,200.00	\$	\$	\$	\$ 1,200.00	\$	\$	\$ 1,200.00
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office	\$ 1,500.00	\$	\$ 1,500.00	\$	\$ 800.00	\$	\$ 800.00	\$	\$	\$ 800.00
6. Travel	\$ 6,965.00	\$	\$ 6,965.00	\$	\$	\$	\$ 6,965.00	\$	\$	\$ 6,965.00
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$ 4,575.00	\$	\$ 4,575.00	\$	\$	\$	\$ 4,575.00	\$	\$	\$ 4,575.00
Telephone	\$ 200.00	\$	\$ 200.00	\$	\$	\$	\$ 200.00	\$	\$	\$ 200.00
Postage	\$ 250.00	\$	\$ 250.00	\$	\$	\$	\$ 250.00	\$	\$	\$ 250.00
Subscriptions	\$ 449.00	\$	\$ 449.00	\$	\$	\$	\$ 449.00	\$	\$	\$ 449.00
Audit and Legal	\$ 50.00	\$	\$ 50.00	\$	\$	\$	\$ 50.00	\$	\$	\$ 50.00
Insurance	\$ 215.00	\$	\$ 215.00	\$	\$	\$	\$ 215.00	\$	\$	\$ 215.00
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software	\$ 600.00	\$	\$ 600.00	\$	\$ 600.00	\$	\$ 600.00	\$	\$	\$ 600.00
10. Marketing/Communications	\$ 1,500.00	\$	\$ 1,500.00	\$	\$	\$	\$ 1,500.00	\$	\$	\$ 1,500.00
11. Staff Education and Training	\$ 1,000.00	\$	\$ 1,000.00	\$	\$	\$	\$ 1,000.00	\$	\$	\$ 1,000.00
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (specific details mandatory):	\$ 5,125.00	\$	\$ 5,125.00	\$	\$	\$	\$ 5,125.00	\$	\$	\$ 5,125.00
TOTAL	\$ 147,285.00	\$	\$ 147,285.00	\$	\$ 8,300.00	\$	\$ 138,985.00	\$	\$	\$ 138,985.00
Indirect As A Percent of Direct	\$ 11,015.00	\$	\$ 11,015.00	\$	\$	\$	\$ 11,015.00	\$	\$	\$ 11,015.00
	7.5%									

Contractor Initials: **BB**
Date: **6-12-17**

OTHER: Administrative, Business Office and Technology Department support

**Exhibit B-2
Budget**

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Southeastern Regional Education Service Center / ACROSS NH

Budget Request for: Afterschool Provider Support Services
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Description	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
1.	Total Salary/Wages	\$ 88,328.00	\$ 5,000.00	\$ 83,328.00	\$ 5,000.00	\$ 83,328.00	\$ 5,000.00	\$ 83,328.00	\$ 5,000.00	\$ 83,328.00	\$ 5,000.00	\$ 83,328.00
2.	Employee Benefits	\$ 4,120.00	\$ 1,900.00	\$ 2,220.00	\$ 1,900.00	\$ 2,220.00	\$ 1,900.00	\$ 2,220.00	\$ 1,900.00	\$ 2,220.00	\$ 1,900.00	\$ 2,220.00
3.	Consultants	\$ 41,523.00	\$ -	\$ 41,523.00	\$ -	\$ 41,523.00	\$ -	\$ 41,523.00	\$ -	\$ 41,523.00	\$ -	\$ 41,523.00
4.	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.	Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.	Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.	Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.	Supplies:	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
9.	Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10.	Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11.	Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12.	Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13.	Office	\$ 1,600.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
14.	Travel	\$ 6,965.00	\$ -	\$ 6,965.00	\$ -	\$ 6,965.00	\$ -	\$ 6,965.00	\$ -	\$ 6,965.00	\$ -	\$ 6,965.00
15.	Occupancy	\$ 4,575.00	\$ -	\$ 4,575.00	\$ -	\$ 4,575.00	\$ -	\$ 4,575.00	\$ -	\$ 4,575.00	\$ -	\$ 4,575.00
16.	Current Expenses	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00
17.	Telephone	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00
18.	Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19.	Subscriptions	\$ 449.00	\$ -	\$ 449.00	\$ -	\$ 449.00	\$ -	\$ 449.00	\$ -	\$ 449.00	\$ -	\$ 449.00
20.	Audit and Legal	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ 50.00
21.	Insurance	\$ 215.00	\$ -	\$ 215.00	\$ -	\$ 215.00	\$ -	\$ 215.00	\$ -	\$ 215.00	\$ -	\$ 215.00
22.	Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23.	Software	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
24.	Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
25.	Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
26.	Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27.	Other (Specific details mandatory)	\$ 5,125.00	\$ -	\$ 5,125.00	\$ -	\$ 5,125.00	\$ -	\$ 5,125.00	\$ -	\$ 5,125.00	\$ -	\$ 5,125.00
28.	TOTAL	\$ 147,285.00	\$ 11,015.00	\$ 138,985.00	\$ 11,015.00	\$ 138,985.00	\$ 11,015.00	\$ 138,985.00	\$ 11,015.00	\$ 138,985.00	\$ 11,015.00	\$ 138,985.00
29.	Indirect As A Percent of Direct	\$ -	\$ 7.5%	\$ -	\$ 7.5%	\$ -	\$ 7.5%	\$ -	\$ 7.5%	\$ -	\$ 7.5%	\$ -

Contractor Initials: JBB
Date: 6-12-17

OTHER: Administrative, Business Office and Technology Department support



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports; Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

JBA

6/12/17

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

6/12/17
Date

Jane Bergton - Beauvier
Name: Jane Bergton - Beauvier
Title: Executive Director

JB
6/12/17



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

6/12/17
Date


Name: Jane Bergeron Beauharnois
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6-12-17
Date

Jane Bergeron-R
Name: Jane Bergeron - Beauhieu
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

JBB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6-12-17
Date



Name: Jane Bergeron-Beaulieu
Title: Executive Director

Exhibit G

Contractor Initials JBB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections