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

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

Nicholas A. Toumpas  
Commissioner

Maggie Bishop  
Director

April 3, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 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 Education Services Center, Inc., (Vendor #154866 B001) 29 Commerce Drive, Bedford, NH 03110 in the amount of \$300,000.00 to conduct Afterschool Provider Support services, effective July 1, 2013 through June 30, 2015. Funds to support this request are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets:

*100% FED*

**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**

State Fiscal Year	Class/Object	Class Title	Activity Number	Budget
2014	102-50734	Contracts for Program Services	40035202	\$150,000.00
2015	102-50734	Contracts for Program Services	40035202	\$150,000.00
			<b>Totals</b>	<b>\$300,000.00</b>

**EXPLANATION**

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 that provides child care subsidies to families to help them continue working or participating in a job search activity. This requested action meets the conditions of the federal mandate through the provision of technical assistance and trainings for afterschool providers and programs.

In March of 2010 policy changes to the New Hampshire Child Care Scholarship program were made to address projected deficits of more than 4 million dollars for State Fiscal Year 2010. Afterschool recipients of the Child Care Scholarship were particularly affected as an estimated 300 children receiving afterschool care had their benefits reduced to \$0. In turn, many NH afterschool programs that depend on serving children that receive the NH Child Care Scholarship have been impacted by this policy change. For this reason the Afterschool Provider Support contract is essential for these providers. The services of the contract begin with a needs

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assessment of NH communities to determine the priority unmet needs regarding afterschool care. Technical assistance targeting program sustainability is then provided to afterschool programs based on the results of the needs assessment. The contract also provides free training to programs operating in NH, so that Child Care Licensing training requirements can be met at no cost to afterschool providers. Finally, the contract provides several mentoring and technical assistance initiatives to assure that afterschool care in NH is of the utmost quality.

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 operating.

This contract was awarded to Southeastern Regional Education Services Center, Inc. through a competitive bidding process. A Request For Proposals was created and then published on the Department's website on January 11, 2013. As of the RFP closing date on February 18, 2013, one agency, Southeastern Regional Education Services Center, Inc. submitted a proposal. The proposal was evaluated (see attached evaluation summary in Attachment A) by a multi-discipline evaluation committee that was comprised of Division staff, as well as community members on March 4, 2013. The evaluation committee recommended awarding 78.8, which exceeds the minimum scoring requirement. The Division Director concurred with the committee's recommendation.

The evaluation of the contract and the vendor's performance under this agreement will be coordinated by the Division for Children, Youth and Families on a quarterly basis. The evaluation will measure progress towards 12 goals that were negotiated by the Division and the vendor. These include, but are not limited to:

- The number of new afterschool slots in programs 3 months after the end of technical assistance;
- The number of slots retained in programs 3 months after the end of technical assistance; and
- The number of individuals who are awarded a NH afterschool credential within 3 months of the completion of the technical assistance program.

Performance that does not meet the negotiated expectation of these 12 goals may result in financial penalties or a termination of the contract as described and authorized in the P-37 agreement.

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Source of Funds: 100% Federal Department of Health and Human Services Funds

Geographic area to be served: Statewide.

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

Respectfully submitted,

*Maggie Bishop (L&S)*

Maggie Bishop, Director  
Division for Children, Youth and Families

Approved by:

*Nicholas A. Toumpas*  
Nicholas A. Toumpas  
Commissioner

RFP #13-DCYF-CDB-ASPS-16 After School Provider Support, Evaluation - March 4, 2013						
Categories		Scorer 1:	Scorer 2:	Scorer 3:	Scorer 4:	Average
Summary of Scores						
Overall Review - Up to 10 Points for each criteria (Value: 10% of total)						
a	Conformity in form and format to the instructions contained in the RFP.	10.0	9.0	10.0	10.0	9.8
b	The comprehensive description and nature of the proposed services to be provided.	10.0	10.0	9.0	8.0	9.3
c	Qualifications and adequacy of staffing, including overall capacity of the agency.	10.0	9.0	10.0	9.0	9.5
d	Demonstrated capacity to address the unique needs of the community to be served, such as, but not limited to, low literacy, limited English proficiency, and cultural diversity.	7.0	8.0	8.0	9.0	8.0
e	Cost effectiveness of proposal.	9.0	7.0	9.0	7.0	8.0
<b>subtotal overall review</b>		<b>92.0</b>	<b>86.0</b>	<b>92.0</b>	<b>86.0</b>	<b>89.0</b>
<b>Experience - Up to 10 Points for each criteria (Value: 30% of total)</b>		<b>9.2</b>	<b>8.6</b>	<b>9.2</b>	<b>8.6</b>	<b>8.9</b>
a	Past experience of the Bidder in providing this or a similar service.	8.0	10.0	9.0	8.0	8.8
b	Past experience of the Bidder in working with the target population.	9.0	10.0	10.0	10.0	9.8
c	Demonstrated ability to work with the State of New Hampshire.	10.0	9.0	10.0	10.0	9.8
d	Demonstrated program management and organizational ability of the applicant agency to carry out the proposed service within the required timeframes.	10.0	9.0	9.0	8.0	9.0
<b>subtotal experience</b>		<b>97.3</b>	<b>95.0</b>	<b>95.0</b>	<b>90.0</b>	<b>93.1</b>
<b>Program Description - Up to 10 Points for each Criteria (Value 30% of Total)</b>		<b>27.8</b>	<b>28.5</b>	<b>28.5</b>	<b>27.0</b>	<b>28.3</b>
a	Presentation of a complete and detailed program description, which demonstrates responsiveness to the specifications of the RFP and addresses the identified need and does not restate the language of the RFP.	10.0	10.0	8.0	10.0	9.5
b	Presentation of a preliminary work-plan including a realistic timeline for project implementation completion.	10.0	8.0	10.0	8.0	9.0
c	Bidder's approach to increase and retain the number of afterschool slots in New Hampshire.	8.0	9.0	8.0	7.0	8.0
d	Bidder's approach to training and credentialing support including a training-plan with a realistic timeline for project implementation completion.	10.0	10.0	10.0	10.0	10.0
e	Bidder's goals for each of the performance measures listed in this RFP.	9.0	10.0	10.0	8.0	9.3
<b>subtotal program description</b>		<b>94.0</b>	<b>94.0</b>	<b>92.0</b>	<b>86.0</b>	<b>91.5</b>
<b>Cost and Resources - Up to 10 Points for each Criteria (Value 30% of Total)</b>		<b>26.2</b>	<b>28.2</b>	<b>27.6</b>	<b>25.8</b>	<b>27.9</b>
a	The accuracy and completeness of the budget and budget narrative.	9.0	7.0	9.0	8.0	8.3
b	The acceptability of the line item costs as detailed in the budget narrative.	8.0	8.0	9.0	8.0	8.3
c	A cost effective approach to providing the proposed service.	9.0	8.0	9.0	8.0	8.5
d	Staff resources of the Bidder to effectively administer and operate the program.	10.0	7.0	8.0	7.0	8.0
e	Ability to obtain financial and additional resources from other sources to support this program.	5.0	6.0	8.0	7.0	6.5
<b>subtotal cost and resources</b>		<b>82.0</b>	<b>72.0</b>	<b>86.0</b>	<b>76.0</b>	<b>78.0</b>
<b>subtotal cost and resources at 30%</b>		<b>24.6</b>	<b>21.6</b>	<b>25.8</b>	<b>22.8</b>	<b>23.7</b>
<b>Grand Total</b>		<b>360.5</b>	<b>347.0</b>	<b>365.0</b>	<b>338.0</b>	<b>352.6</b>
<b>Grand Total at Percentage</b>		<b>89.8</b>	<b>86.9</b>	<b>91.1</b>	<b>84.2</b>	<b>78.8</b>

Recommendation

- Scorer 1 - Kristin Booth, Program Specialist IV, Child Development Bureau
- Scorer 2 - Ellen Wheatley, Administrator, Child Development Bureau
- Scorer 3 - Jess Locke, Program Specialist II, Child Development Bureau
- Scorer 4 - Sue Foley, Program Specialist III, Child Development Bureau

Subject: After School Provider Support Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Division for Children, Youth and Families		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Southeastern Regional Education Service Center, Inc.		<b>1.4 Contractor Address</b> 29 Commerce Drive Bedford, NH 03110	
<b>1.5 Contractor Phone Number</b> 603-206-6800 x801	<b>1.6 Account Number</b> 05-95-42-421110-29780000	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$300,000.00
<b>1.9 Contracting Officer for State Agency</b> John Harrington		<b>1.10 State Agency Telephone Number</b> 603-271-9540	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Richard LaSalle, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> <u>3/28/2013</u> On <u>3/28/2013</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		<b>ABBY COLLINS, Notary Public</b> My Commission Expires September 23, 2014	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Abby L Collins, Notary			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Maggie Bishop, Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Jeanne P. Herrick, Attorney On: <u>9 Apr. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials:   
Date: 3/28/13

**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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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.**

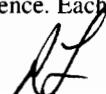
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials:   
Date: 3/28/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

# CERTIFICATE OF VOTE

(Corporation without Seal)

I, Timothy Mayes, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Southeastern Regional Education Service Center, Inc.  
(Corporation Name) (SERESC)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 8/20/2012:  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, \_\_\_\_\_, for the provision of  
educational services.

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of March, 2013  
(Date Contract Signed)

4. Richard La Salle is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Timothy K. Mayes  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 28th day of March 2013.

By Timothy K. Mayes  
(Name of Clerk of the Corporation)

Abby Collins  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_

**ABBY COLLINS, Notary Public**  
**My Commission Expires September 23, 2014**



# SERESC

Southeastern Regional Education Service Center, Inc.

29 Commerce Drive  
Bedford, NH 03110  
Phone: 603-206-6800  
Fax: 603-434-3891  
[www.seresc.net](http://www.seresc.net)

RICHARD LASALLE  
Executive Director

## CERTIFICATE OF AUTHORITY

The Board of Directors of the Southeastern Regional Education Service Center, Inc. do hereby certify that Richard LaSalle 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 Richard LaSalle 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 Richard LaSalle is authorized to execute on behalf of the Corporation; all contracts, agreements and other similar documents.

8/20/12  
Date

  
Dr. Charles P. Littlefield, Chairperson  
SERESC Board of Directors

The foregoing resolution has not been amended or revoked and remains in full force and effect as of 3/28/13.

  
Timothy Mayes, Vice Chairperson, Clerk  
SERESC Board of Directors

State of NH  
County of Hillsborough  
Signed by Timothy K. Mayes  
on 3/28/13

Abby L. Collins  
Notary

  
Abby Collins, Notary

**EXHIBIT A  
SCOPE OF SERVICES**

DATE: March 25, 2013

CONTRACT: AfterSchool Provider Support Contract

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

CONTRACTOR NAME Southeastern Regional Education Service Center, INC.

ADDRESS: 29 Commerce Drive, Bedford, NH 03110

TELEPHONE: 603-206-6800

REPRESENTATIVE: Richard LaSalle  
TITLE: Executive Director

1. Provisions Applicable To All Services

The Contractor hereafter agrees:

- 1.1 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 has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated;
- 1.2 To use its best efforts to apply for any and all appropriate public and private sources of funds that are applicable to the funding of the Services described herein. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds;
- 1.3 The Contractor shall provide the following list of services and further described in Exhibit A, Attachment A of this Agreement. If a conflict exists between Exhibit A and Exhibit A, Attachment A, then Exhibit A shall prevail; and
- 1.4 To serve After School Licensed and Licensed-Exempt providers statewide with program expansion, technical assistance and training;

2. Services To Be Provided:

- 2.1 Perform the services of this contract in accordance with the following program goals:
  - a. Increase and retain the number of after school care slots in areas where there is an unmet need;

- b. Increase the number of credentialed after school providers in New Hampshire; and
- c. Strengthen collaboration with the Child Development Bureau (CDB), Department of Education (DOE), and after school stakeholders and organizations to facilitate the development or revision of policies and quality initiatives that affect after school providers;

2.2 **Goal #1:** Increase and retain the number of after school care slots in areas where there is an unmet need by;

- a. Conducting a formal needs assessment to identify the:
  - i. Priority municipalities in NH with the greatest need of support to increase and retain after school care slots; and
  - ii. Priority issues for after school providers in NH that prevent the growth or retention of after school care slots; and
- b. Create a comprehensive technical assistance program for NH providers that responds to the findings of the formal needs assessment;

2.3 **Goal #2:** Increase the number of credentialed after school providers in New Hampshire;

- a. Prepare a statewide training plan which shall include:
  - i. A continuum of training for after school providers that spans from Afterschool Basics to more advanced training;
  - ii. Professional development opportunities that meet NH's State Licensing and after school credential requirements;
  - iii. Distribution of certificates for providers that complete trainings, which shall include the Core Knowledge Area covered by the training;
  - iv. A master list of trainings to be offered, the Core Knowledge Area(s) covered, the date of the training, the location of the training, and the proposed trainer(s) with their professional qualifications;
  - v. A comprehensive evaluation mechanism to improve the quality of trainings;
- b. Develop and deliver state-wide trainings specific to an overview of the after school credential and how to apply;
- c. Create a formal technical assistance program to assist after school professionals obtain an after school credential;

2.4 **Goal #3:** Strengthen collaboration with the Child Development Bureau (CDB), Department of Education (DOE), and after school stakeholders and organizations to facilitate the development or revision of policies and quality initiatives that affect after school providers:

- a. Statewide partners, including, but not limited to the CDB, DOE, after school stakeholders, organizations, and institutions of higher learning and the NH Afterschool Coalition to develop a series of evidence-based Afterschool Basics training modules for providers; and
- b. The CDB and other stakeholders on other quality enhancement projects as initiated by the CDB, such as, but not limited to the development of an expanded Quality Rating and Improvement System to include after school programs.

Goal #4: To use technology as appropriate and feasible for purposes that may include, but not be limited to, training and technical assistance to after school providers, attending meetings, and information dissemination. During the contract period the contractor shall:

- a. Purchase and/or maintain the Child Care Aware® of America (formerly known as NACCRRRA) membership at its own cost.
- b. Use the Internet to connect to the NACCRRRA SDS (NDS), enter information and access the database. The contractor shall have a portion of the web server to host the NDS program and data. The administrator of the CDB and other bureau staff shall have access to the database at any time. The Child Care Program Improvement Specialist will serve as the administrator of the NDS.
- c. Have a written technology policy governing permitted use of of the NDS database and data by the Afterschool contract staff, said policy to have the approval of NH DHHS.
- d. Adhere to policies governing the use of the NDS for all users.
- e. Establish email lists of after-school providers for information dissemination.

3. Staff Qualifications

- a. The contractor shall provide knowledgeable staff, who are credentialed by the Afterschool Master Professional Lattice, starting July 1, 2011, to perform the corresponding duties in the table below:

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

- b. 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; and

Contractor Initials: DL

Date: 3/28/13

- c. Sub-contractors or volunteers may only receive compensation provided by this contract if the time spent participating in contract activities is not paid by another employer or funding source.

#### 4. Records and Reports

- a. The contractor shall provide quarterly qualitative and quantitative reports on forms provided by the CDB, which shall be due the 15<sup>th</sup> of the month following the end of each quarter. Reports shall be submitted electronically to the CDB Child Care Program Improvement Specialist;
- b. The contractor shall meet with the CDB Child Care Program Improvement Specialist as requested, usually following the submission of the quarterly report:
  - i. Twice per year in person; and
  - ii. Twice per year by phone;
- c. The contractor shall contact the CDB Child Care Program Improvement Specialist in the interim with any questions or concerns regarding the contract, its stipulations or their ability to meet the contractual requirements;
- d. The contractor shall compile a final performance review report at the end of the two-year contract. The report shall be forwarded along with the final billing within 60 days of the conclusion of the contract period;
- e. The Contractor shall submit a final work-plan within 30 calendar days from the beginning of the contract or contract renewal;
- f. Maintain detailed supporting documentation for these reports, which shall be available for the State of New Hampshire to review upon request and shall be available for up to seven (7) years after the contract end date;
- g. Allow a team or person authorized by the State of New Hampshire to periodically review the Contractor's 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;
- h. Make corrective actions as advised by the State of New Hampshire reviewer if contracted services are not found to be in compliance with the contract; and
- i. State of New Hampshire may waive its right to conduct onsite reviews if the Contractor's reports required by this contract are appropriately submitted and indicate satisfactory provision of services as determined solely by the State of New Hampshire.

## 5. Performance Measures

- a. The number of new after school slots in programs, 3 months after the end of technical assistance (80% must come from priority municipalities);
- b. The number of after school slots retained in programs, 3 months after the end of technical assistance (80% must come from priority municipalities);
- c. The number of programs that receive comprehensive technical assistance;
- d. The number of Afterschool Basics trainings provided;
- e. The number of attendees at Afterschool Basics trainings;
- f. The number of more advanced trainings provided;
- g. The number of attendees at advanced trainings;
- h. The number of NH Afterschool Credential trainings provided;
- i. The number of attendees at NH Afterschool Credential trainings;
- j. The number of individuals who start a formal technical assistance program for the after school credential;
- k. The number of individuals who complete a formal technical assistance program for the after school credential; and
- l. The number of individuals who are awarded a NH Afterschool credential within 3 months of the completion the formal technical assistance program.

*AL*

*3/28/13*

## EXHIBIT B

### METHOD, SCHEDULE, AND CONDITIONS PRECENT TO PAYMENT

Contract Agency: Southeastern Regional Education Service Center, INC.

Program Period: July 1, 2013 through June 30, 2015  
Or Date of Governor & Executive Council approval, whichever is later

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, Discretionary funds in the amount of \$300,000.00. Subject to the availability of Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Contract, the State agency agrees to purchase from the Contractor services in the amount not to exceed \$300,000.00 for services provided during the program period specified above.
2. Quarterly payments shall be made to the Contractor subject to the following conditions:
  - 2.1 Payments shall be made on a quarterly cost reimbursement for actual expenditures up to the total contract price incurred in the fulfillment of this agreement. The invoice, which shall be provided by DHHS after the approval of Governor & Executive Council, must be sent to:

John Harrington, Contract Specialist  
Division for Children, Youth and Families  
Department of Health and Human Services  
129 Pleasant St., Concord, New Hampshire 03301;
  - 2.2 In lieu of hard copies, invoices may be assigned an electronic signature and be e-mailed to: john.h.harrington@dhhs.state.nh.us;
  - 2.3 Expenditures shall be in accordance with the approved line item budget shown in Exhibits B-1 and B-2. If applicable, this will include drawing down match funds consistently throughout the contract period. Any adjustment to a line item in excess of 10% of the original budget lines will require the prior written approval of the State. The Contractor must include a detailed explanation and revised line item budget figures;
  - 2.4 Payments may be withheld pending receipt of required reports as defined in Exhibit A;
  - 2.5 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; and

- 2.6 A final payment request shall be submitted no later than sixty (60) days after the end of each fiscal year. Failure to submit the final invoice by that date may result in non-payment.
3. When the Contract Price limitation is reached, the program shall continue to operate at full capacity at no charge to the Division for Children, Youth and Families for the duration of the Contract Period.

Contractor Initials: RL

Date: 3/28/13

**State of New Hampshire  
Department of Health and Human Services**

**Division for Children, Youth and Families**

**EXHIBIT B-1  
PERSONNEL DATA - SERESC  
State Fiscal Year 2014**

	Name	Title	Annual Salary	% of Time to Work on the Project	Project Amount Charged for SFY 2014 (7/1/13-6/30/14)
1	Susan Gimilaro	Project Director	\$ 78,131.00	75%	\$ 62,505.00
2	Dian McCarthy	Project Assistant	\$ 28,503.00	75%	\$ 21,377.00
3			\$ -		\$ -
4			\$ -		\$ -
5			\$ -		\$ -
6			\$ -		\$ -
7			\$ -		\$ -
8					
9					
	<b>Total:</b>		\$ 96,008.00		\$ 83,882.00

**State Fiscal Year 2015**

	Name	Title	Annual Salary	% of Time to Work on the Project	Project Amount Charged for SFY 2015 (7/1/14-6/30/15)
1	Susan Gimilaro	Project Director	\$ 78,131.00	75%	\$ 62,505.00
2	Dian McCarthy	Project Assistant	\$ 28,503.00	75%	\$ 21,377.00
3			\$ -		\$ -
4			\$ -		\$ -
5			\$ -		\$ -
6			\$ -		\$ -
7			\$ -		\$ -
8					\$ -
9					
	<b>Total:</b>				\$ 83,882.00

**New Hampshire Department of Health and Human Services**  
**Bidder/Program Name: BOOST NH at SERESC**  
**Budget Request for: 13-DCYF-CDB-ASPS-16**  
*(Name of RFP)*  
**Budget Period: 7/1/13 - 6/30/14**



1. Total Salary/Wages	\$83,882.00	\$	\$83,882.00	\$5,500.00	\$89,382.00	
2. Employee Benefits	\$1,870.00	\$	\$1,870.00	\$1,870.00	\$3,740.00	
3. Consultants	\$42,989.00	\$	\$42,989.00	\$	\$42,989.00	
4. Equipment:	\$	\$	\$	\$	\$	
Rental	\$	\$	\$	\$	\$	
Repair and Maintenance	\$	\$	\$	\$	\$	
Purchase/Depreciation	\$1,000.00	\$	\$1,000.00	\$		
5. Supplies:		\$	\$	\$	\$	
Educational	\$1,200.00		\$1,200.00	\$	\$1,200.00	
Office	\$800.00		\$800.00	\$500.00	\$1,300.00	
6. Travel	\$4,500.00	\$	\$4,500.00	\$	\$4,500.00	
	\$	\$4,125.00	\$4,125.00	\$	\$4,125.00	per square foot
7. Occupancy						
8. Current Expenses	\$		\$	\$	\$	
Telephone	\$	\$150.00	\$150.00	\$	\$150.00	percent of use
	\$	\$50.00	\$50.00	\$	\$50.00	percent of cost
Postage						
Subscriptions	\$	\$	\$	\$	\$	
	\$	\$50.00	\$50.00	\$	\$50.00	percent of revenue
Audit and Legal		\$206.00	\$206.00	\$	\$206.00	percent of liability
Insurance		\$3,380.00	\$3,380.00	\$	\$3,380.00	allocation of hours
Board Expenses						
9. Software	\$	\$	\$	\$	\$	
10. Marketing/Communications	\$2,148.00	\$	\$2,148.00	\$	\$2,148.00	
11. Staff Education and Training	\$500.00	\$	\$500.00	\$	\$	
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	
						allocation of hours
13. Other (specific details mandatory):	\$	\$3,150.00	\$3,150.00	\$	\$3,150.00	hours
<b>TOTAL</b>	<b>\$138,889.00</b>	<b>\$11,111.00</b>	<b>\$150,000.00</b>	<b>\$7,870.00</b>	<b>\$156,370.00</b>	

Indirect As A Percent of Direct 8.00%  
 Other = Business Office and Technology Office Support

Contractor Initials: AL  
 Date: 3/25/13

New Hampshire Department of Health and Human Services						
Bidder/Program Name: <u>BOOST NH at SERESC</u>						
Budget Request for: <u>13-DCYF-CDB-ASPS-16</u>						
(Name of RFP)						
Budget Period: <u>7/1/13 - 6/30/14</u>						
1. Total Salary/Wages	\$83,882.00	\$	\$83,882.00	\$5,500.00	\$89,382.00	
2. Employee Benefits	\$1,870.00	\$	\$1,870.00	\$1,815.00	\$3,685.00	
3. Consultants	\$44,989.00	\$	\$44,989.00	\$	\$44,989.00	
4. Equipment:	\$	\$	\$	\$	\$	
Rental	\$	\$	\$	\$	\$	
Repair and Maintenance	\$	\$	\$	\$	\$	
Purchase/Depreciation		\$		\$		
5. Supplies:		\$	\$	\$	\$	
Educational	\$1,200.00		\$1,200.00	\$	\$1,200.00	
Office	\$800.00		\$800.00	\$500.00	\$1,300.00	
6. Travel	\$3,500.00	\$	\$3,500.00	\$	\$3,500.00	
7. Occupancy	\$	\$4,125.00	\$4,125.00	\$	\$4,125.00	per square foot
8. Current Expenses	\$		\$	\$	\$	
Telephone	\$	\$150.00	\$150.00	\$	\$150.00	percent of use
Postage	\$	\$50.00	\$50.00	\$	\$50.00	percent of cost
Subscriptions	\$	\$	\$	\$	\$	
Audit and Legal	\$	\$50.00	\$50.00	\$	\$50.00	percent of revenue
Insurance	\$	\$206.00	\$206.00	\$	\$206.00	percent of liability
Board Expenses	\$	\$3,380.00	\$3,380.00	\$	\$3,380.00	allocation of hours
9. Software	\$	\$	\$	\$	\$	
10. Marketing/Communications	\$2,148.00	\$	\$2,148.00	\$	\$2,148.00	
11. Staff Education and Training	\$500.00	\$	\$500.00	\$	\$	
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	
13. Other (specific details mandatory)	\$	\$3,150.00	\$3,150.00	\$	\$3,150.00	allocation of hours
<b>TOTAL</b>	<b>\$138,889.00</b>	<b>\$11,111.00</b>	<b>\$150,000.00</b>	<b>\$7,815.00</b>	<b>\$157,315.00</b>	

Indirect As A Percent of Direct                      8.00%  
 Other = Business Office and Technology Office Support

Contractor Initials: RL  
 Date: 3/28/13

## NH Department of Health and Human Services

## STANDARD EXHIBIT C

SPECIAL PROVISIONS

**1. 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:

**2. 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.

**3. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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 Contractor's 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:

**8.1** Renegotiate the rates for payment hereunder, in which event new rates shall be established;

**8.2** Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

**8.3 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:**

**9. 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:

**9.1 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.

**9.2 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.

**9.3 Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

**10. Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

**10.1 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.

**10.2 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.

**11. 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.

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.

**12.1 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.

**12.2 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.

**13. 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.

**14. 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:

**14.1** 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.

**15. 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.

**16. 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.

**17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

**SPECIAL PROVISIONS – 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.

**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.

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT C-I**

**ADDITIONAL SPECIAL PROVISIONS**

1. The Department reserves the right to renew this contract for up to four additional years subject to continued availability of funds, satisfactory performance of services, and approval of contract renewal by the Governor and Executive Council.

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(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 has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (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
  - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

SERESC, Inc. From: 7/1/13 To: 6/30/15  
(Contractor Name) (Period Covered by this Certification)

Richard La Salle, Executive Director  
(Name & Title of Authorized Contractor Representative)

  
(Contractor Representative Signature) 3/28/2013  
(Date)

## NH Department of Health and Human Services

## STANDARD EXHIBIT E

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):

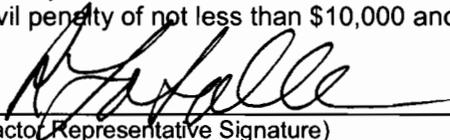
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under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

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

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-1.)
- (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 Representative Signature)

Richard La Salle, Executive Director

(Authorized Contractor Representative Name & Title)

SERESC, Inc.

(Contractor Name)

March 28, 2013

(Date)

**NH Department of Health and Human Services****STANDARD EXHIBIT F****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.

Contractor Initials: Date: 3/28/13

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**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) 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;
  - (c) 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 (1)(b) of this certification; and
  - (d) 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.
- (2) 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).

Contractor Initials:   *LY*  

Date:   3/28/13

**LOWER TIER COVERED TRANSACTIONS**

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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 Representative Signature)

Richard La Salle, Executive Director  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

SERESC, Inc.  
\_\_\_\_\_  
(Contractor Name)

March 28, 2013  
\_\_\_\_\_  
(Date)

Contractor Initials: RL

Date: 3/28/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT G**

**CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



\_\_\_\_\_  
(Contractor Representative Signature)

Richard La Salle, Executive Director  
(Authorized Contractor Representative Name & Title)

SERESC, Inc.  
(Contractor Name)

March 28, 2013  
(Date)

Contractor Initials: RL

Date: 3/28/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT H**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

  
\_\_\_\_\_  
(Contractor Representative Signature)

Richard La Salle, Executive Director  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

SERESC, Inc.  
\_\_\_\_\_  
(Contractor Name)

March 28, 2013  
\_\_\_\_\_  
(Date)

## NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Dept of Health and Human Services  
Division for Children, Youth and Families  
The State Agency Name

Southeastern Regional Education  
Service Center, Inc. (SERESC)  
Name of the Contractor

Maggie Bishop (KES)  
Signature of Authorized Representative

[Signature]  
Signature of Authorized Representative

Maggie Bishop  
Name of Authorized Representative

Richard La Salle  
Name of Authorized Representative

Director  
Title of Authorized Representative

Executive Director  
Title of Authorized Representative

04/03/2013  
Date

March 28, 2013  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND  
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

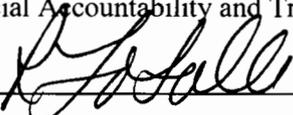
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

 \_\_\_\_\_ Richard La Salle, Executive Director

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

\_\_\_\_\_ SERESC, Inc. \_\_\_\_\_ March 28, 2013

(Contractor Name) (Date)

Contractor initials:   
Date: 3/28/13  
Page # 1 of Page # 2

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 040240798

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO

YES

**If the answer to #2 above is NO, stop here**

**If the answer to #2 above is YES, please answer the following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

**If the answer to #3 above is YES, stop here**

**If the answer to #3 above is NO, please answer the following:**

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Contractor initials: RL

Date: 3/28/13

Page # 2 of Page # 2



MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS  
MANAGEMENT ADVISORS

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INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying statement of financial position of Southeastern Regional Education Service Center, Inc. (a nonprofit organization) as of June 30, 2012, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. 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 of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our 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, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated October 18, 2012 on our consideration of the Southeastern Regional Education Service Center'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

*Additional Offices:*

Andover, MA • Greenfield, MA • Ellsworth, ME • Manchester, NH

that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

The 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 generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2011, from which the summarized information was derived.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information appearing on page 14 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.

---

*Melanson, Heath + Company P.C.*  
Nashua, New Hampshire  
October 18, 2012

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

**For the Year Ended June 30, 2012**

**(With Independent Auditors' Report Thereon)**

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

Statement of Financial Position  
 June 30, 2012  
 (with comparative totals as of June 30, 2011)

ASSETS	Unrestricted		Temporarily Restricted	2012		2011	
	Operating Fund	Board Restricted		Total	Total	Total	Total
Current Assets:							
Cash and cash equivalents	\$ 764,878	\$ 101,854	\$ 26,263	\$ 892,993	\$ 689,171		
Restricted short term investments	136,473	-	-	136,473	152,889		
Short term investments	325,343	-	-	325,343	322,961		
Accounts and grants receivable	933,814	-	-	933,814	978,869		
Prepaid expenses	20,958	-	-	20,958	17,371		
Other assets	-	-	-	-	1,120		
Total Current Assets	<u>2,181,464</u>	<u>101,854</u>	<u>26,263</u>	<u>2,309,581</u>	<u>2,162,371</u>		
Property and equipment, net	<u>6,801,260</u>	-	-	<u>6,801,260</u>	<u>6,987,576</u>		
<b>TOTAL ASSETS</b>	<b>\$ <u>8,982,724</u></b>	<b>\$ <u>101,854</u></b>	<b>\$ <u>26,263</u></b>	<b>\$ <u>9,110,841</u></b>	<b>\$ <u>9,149,947</u></b>		
<b>LIABILITIES AND NET ASSETS</b>							
Current Liabilities:							
Accounts payable	\$ 126,238	-	\$ -	\$ 126,238	\$ 224,331		
Accrued expenses	151,895	-	-	151,895	142,691		
Other liabilities	11,902	-	-	11,902	11,400		
Deferred revenue	158,417	-	-	158,417	90,408		
Current portion of long term debt	190,000	-	-	190,000	180,000		
Total Current Liabilities	<u>638,452</u>	-	-	<u>638,452</u>	<u>648,830</u>		
Long term debt net of current portion	4,625,000	-	-	4,625,000	4,815,000		
Net Assets	<u>3,719,272</u>	<u>101,854</u>	<u>26,263</u>	<u>3,847,389</u>	<u>3,686,117</u>		
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ <u>8,982,724</u></b>	<b>\$ <u>101,854</u></b>	<b>\$ <u>26,263</u></b>	<b>\$ <u>9,110,841</u></b>	<b>\$ <u>9,149,947</u></b>		

See accompanying notes to the financial statements.

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

**Statement of Activities**

For the Year Ended June 30, 2012  
(with comparative totals for the year ended June 30, 2011)

	Unrestricted			Temporarily Restricted	2012 Total	2011 Total
	Operating Fund	Board Restricted	Total Unrestricted			
<b>Support and Revenue:</b>						
<b>Support:</b>						
Governmental grants	\$ 1,703,267	-	\$ 1,703,267	\$ -	\$ 1,703,267	\$ 1,658,445
Grants and contributions	4,462	-	4,462	2,975	7,427	9,141
<b>Revenue:</b>						
Tuition revenue	974,879	-	974,879	-	974,879	1,109,465
Consulting revenue	3,023,128	-	3,023,128	-	3,023,128	2,801,302
Membership revenue	90,997	-	90,997	-	90,997	77,709
Other services	1,712,615	101,854	1,814,469	-	1,814,469	1,770,454
Investment income:						
Interest income	3,246	-	3,246	20	3,266	5,730
Net assets released from restriction	1,000	-	1,000	(1,000)	-	-
<b>Total Support and Revenue</b>	<b>7,513,584</b>	<b>101,854</b>	<b>7,615,438</b>	<b>1,995</b>	<b>7,617,433</b>	<b>7,433,246</b>
<b>Expenses:</b>						
Program services	6,239,238	-	6,239,238	-	6,239,238	6,302,957
Administration	1,216,923	-	1,216,923	-	1,216,923	1,055,792
<b>Total Expenses</b>	<b>7,456,161</b>	<b>-</b>	<b>7,456,161</b>	<b>-</b>	<b>7,456,161</b>	<b>7,358,749</b>
<b>Change in net assets</b>	<b>57,423</b>	<b>101,854</b>	<b>159,277</b>	<b>1,995</b>	<b>161,272</b>	<b>74,497</b>
<b>Net Assets, Beginning of Year</b>	<b>3,661,849</b>	<b>-</b>	<b>3,661,849</b>	<b>24,268</b>	<b>3,686,117</b>	<b>3,611,620</b>
<b>Net Assets, End of Year</b>	<b>\$ 3,719,272</b>	<b>\$ 101,854</b>	<b>\$ 3,821,126</b>	<b>\$ 26,263</b>	<b>\$ 3,847,389</b>	<b>\$ 3,686,117</b>

See accompanying notes to the financial statements.

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

Statement of Cash Flows  
For the Year Ended June 30, 2012  
(with comparative totals for the year ended June 30, 2011)

	<u>2012</u>	<u>2011</u>
<b><u>Cash Flows From Operating Activities:</u></b>		
Change in net assets	\$ 161,272	\$ 74,497
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	245,512	238,372
(Increase) decrease in:		
Restricted cash	18,416	(2,789)
Accounts and grants receivable	45,055	(138,155)
Prepaid expenses	(3,587)	5,358
Other assets	1,120	(1,508)
Increase (decrease) in:		
Accounts payable	(98,093)	183,404
Accrued expenses	9,204	-
Other liabilities	502	-
Deferred revenue	<u>68,009</u>	<u>32,780</u>
<b>Net Cash Provided By Operating Activities</b>	<b>445,410</b>	<b>389,979</b>
<b><u>Cash Flows From Investing Activities:</u></b>		
Purchases of investments	<u>(2,392)</u>	<u>(4,749)</u>
Purchase of fixed assets	<u>(59,196)</u>	<u>(59,873)</u>
<b>Net Cash Used By Investing Activities</b>	<b><u>(61,588)</u></b>	<b><u>(64,622)</u></b>
<b><u>Cash Flows From Financing Activities:</u></b>		
Principal payments of long term debt	<u>(180,000)</u>	<u>(170,000)</u>
<b>Net Cash Used By Financing Activities</b>	<b><u>(180,000)</u></b>	<b><u>(170,000)</u></b>
<b>Net Change in Cash and Cash Equivalents</b>	<b>203,822</b>	<b>155,557</b>
<b>Cash and Cash Equivalents, Beginning</b>	<b><u>689,171</u></b>	<b><u>533,614</u></b>
<b>Cash and Cash Equivalents, Ending</b>	<b><u>\$ 892,993</u></b>	<b><u>\$ 689,171</u></b>
<b>SUPPLEMENTAL INFORMATION:</b>		
Interest Paid	<u>\$ 248,390</u>	<u>\$ 251,391</u>

See accompanying notes to the financial statements.

## SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

### Notes to the Financial Statements

#### 1. Organization

Southeastern Regional Education Service Center, Inc. (the Organization), is a New Hampshire nonprofit corporation that is funded through Federal revenues and tuition from local school districts. The Organization provides education services to local school districts and educators throughout New Hampshire.

#### 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.

##### 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.

### Investments

The Organization's investments are comprised of certificates of deposit with maturities of greater than three months. Restricted short-term investments are comprised of money market mutual funds.

### 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, 2012, 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.

### Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Schedule of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### 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.

### 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) for fiscal years 2011, 2010, and 2009 are subject to examination by the IRS, generally for three years after they were filed.

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, 2012, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

### Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year financial statements.

### Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2012 through October 18, 2012 the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that

there were no material events that would require disclosure in the Organization's financial statements through this date.

**3. Concentration of Credit Risk - Cash and Cash Equivalents**

The carrying amount of the Organization's deposits with financial institutions was \$ 892,993 at June 30, 2012. 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, 2012. The bank balance is categorized as follows:

Insured by FDIC and CDARS	\$ 1,015,573
Uninsured and uncollateralized	<u>1,235</u>
Total Bank Balance	<u>\$ 1,016,808</u>

**4. Investments**

The Organization's short-term investments consist of certificates of deposit with maturities greater than three months. The Organization's certificates of deposit held at Centrix Bank and ING Direct are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The Organization's investment balances as of June 30, 2012 exceeded the FDIC insurance coverage limit by \$ 17,874. ~~Restricted short-term investments consist of money market mutual funds which are covered under the Securities Investor Protection Corporation (SIPC) program up to \$ 500,000 and by excess SIPC program for amounts over \$ 500,000. The Organization's balance as of June 30, 2012 did not exceed the SIPC coverage limit.~~

**5. Property, Equipment and Depreciation**

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

	<u>2012</u>	<u>2011</u>
Land and land improvements	\$ 1,058,330	\$ 1,048,330
Buildings and improvements	7,306,764	7,316,764
Furniture, fixtures and equipment	1,271,865	1,226,629
Vehicles	<u>13,960</u>	<u>-</u>
Subtotal	<u>9,650,919</u>	<u>9,591,723</u>
Less: accumulated depreciation	<u>(2,849,659)</u>	<u>(2,604,147)</u>
Total	<u>\$ 6,801,260</u>	<u>\$ 6,987,576</u>

Depreciation expense for the year ended June 30, 2012 totaled \$ 245,512.

**6. Accrued Expenses**

Accrued expenses consist primarily of payroll related liabilities.

**7. Deferred Revenue**

Deferred revenue consists primarily of grant funds that were received that had not yet been earned under the grant agreements.

**8. Long Term Debt**

Long-term debt as of June 30, 2012 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.	\$ <u>4,815,000</u>
Total	4,815,000
Less amount due within one year	(190,000)
Long-term debt, net of current portion	\$ <u><u>4,625,000</u></u>

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

<u>Year</u>	<u>Amount</u>
2013	\$ 190,000
2014	200,000
2015	210,000
2016	225,000
2017	235,000
Thereafter	<u>3,755,000</u>
	\$ <u><u>4,815,000</u></u>

This bond was issued under a multi-annual rate agreement, under which the bond was subject to a mandatory remarketing on November 1, 2011. To enhance the marketability of the bond, the bond issuance documents require the Organization to retain a letter of credit to back the balance of the bond. On

November 1, 2011, the bond was not remarketed and the letter of credit was extended. Subsequently, on December 29, 2011, the bond was remarketed at par with the current interest rate of 2.8%. 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.

**9. Line of Credit**

The Organization has available a revolving line of credit with a bank in the amount of \$ 250,000. The outstanding balance on this line at June 30, 2012 was \$ 0, and there were no advances on the line of credit during the year. This line 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, 2012 was 4.00%.

**10. Temporarily Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes at June 30, 2012:

	<u>2012</u>
New Hampshire Assistive Technology Loan Fund	\$ 19,627
Scholarship Fund	<u>6,636</u>
Temporarily restricted net assets	<u>\$ 26,263</u>

**11. Net Assets Released from Restriction**

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

**12. 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.

13. **Employee Benefit Plan**

**Defined Contribution 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. Total expense for the year ended June 30, 2012, was approximately \$ 4,000.

14. **Operating Leases**

The Organization leases office equipment under various lease agreements. Equipment rental expense totaled \$ 32,142 for the year ended June 30, 2012.

15. **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>
Investments	\$ <u>461,816</u>	\$ <u>461,816</u>	\$ <u>461,816</u>	\$ <u>-</u>	\$ <u>-</u>
Total assets	\$ <u>461,816</u>	\$ <u>461,816</u>	\$ <u>461,816</u>	\$ <u>-</u>	\$ <u>-</u>
Bond payable	\$ <u>4,815,000</u>	\$ <u>4,815,000</u>	\$ <u>-</u>	\$ <u>4,815,000</u>	\$ <u>-</u>
Total liabilities	\$ <u>4,815,000</u>	\$ <u>4,815,000</u>	\$ <u>-</u>	\$ <u>4,815,000</u>	\$ <u>-</u>

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

The carrying amount of notes payable approximates fair value because the financial instrument bears interest at a fixed rate that materially approximates current market rates for notes with similar maturities and credit quality.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Schedule of Functional Expenses  
 For the Year Ended June 30, 2012  
 (with comparative totals for the year ended June 30, 2011)

	Program Services	Administration	2012 Total	2011 Total
Personnel expense:				
Salaries and wages	\$ 2,961,215	\$ 245,772	\$ 3,206,987	\$ 3,080,943
Employee benefits	449,346	37,293	486,639	552,394
Payroll taxes	237,136	39,461	276,597	263,223
Retirement plan contributions	4,000	-	4,000	78,048
Contract services	1,896,840	82,058	1,978,899	1,900,325
Supplies	319,098	138,450	457,548	394,852
Interest	-	217,353	217,353	249,275
Depreciation	-	245,512	245,512	236,372
Repairs and maintenance	52,765	97,644	150,409	175,946
Travel	100,984	4,234	105,218	115,906
Utilities	23,758	76,794	98,552	106,809
Communications	52,324	38,520	90,844	75,748
Insurance	6,000	20,376	26,376	40,579
Rent	3,029	29,113	32,142	36,396
Professional fees	-	26,809	26,809	17,997
Miscellaneous	11,041	5,164	16,205	12,589
Equipment	19,625	853	20,478	12,000
Advertising	5,997	3,044	9,041	9,247
Printing	2,156	-	2,156	-
Postage	100	1,601	1,701	-
Bad debt	-	2,695	2,695	-
Indirect costs	95,824	(95,824)	-	-
<b>Total Functional Expenses</b>	<b>\$ 6,239,238</b>	<b>\$ 1,216,923</b>	<b>\$ 7,456,161</b>	<b>\$ 7,358,749</b>

See Independent Auditors' Report.



**Southeastern Regional Education Service, Inc.**

*Inspiring innovation and excellence in education and professional practice.*

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Fax: 603-434-3891  
[www.seresc.net](http://www.seresc.net)

**RICHARD LaSALLE**  
Executive Director

## SERESC's Mission

Inspiring innovation and excellence in  
education and professional practice.

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services  
Division for Children, Youth and Families

Agency Name: SERESC

Name of Bureau/Section: \_\_\_\_\_

BUDGET PERIOD:	SFY14-15		
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Richard LaSalle, Executive Director	\$100,000	0.00%	\$0.00
Jeffrey Wallace, Business Manager	\$65,000	0.00%	\$0.00
Susan Gimilaro, Project Director	\$62,505	100.00%	\$62,505.00
Dian McCarthy, Project Assistant	\$21,377	100.00%	\$21,377.00
		0.00%	\$0.00
		0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$83,882.00</b>

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

# SUSAN ZACCARDO GIMILARO

## PROFILE

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Recognized leader education with over 30 years experience in teaching, consulting, mentoring, training, program development and administration. Committed to improving the quality of care for children and their families through professional development of educators. 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. Innovative in effective and successful program design. Strong work ethic with a commitment to the highest ethical standards.

## PROFESSIONAL EXPERIENCE

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**SERESC**  
present

**2011-**

***Project Director, BOOST 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. As BOOST NH is a start-up organization, the Project Director role includes all aspects of infrastructure design and creation, as well as implementation of the project, statewide professional development for educators, and training/coaching/mentoring trainers and consultants.

**Harvard University**  
2011

**2007 -**

***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.

**HASI Coach  
2010**

**2007 -**

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.

Susan Zaccardo Gimilaro

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## **PROFESSIONAL EXPERIENCE (continued)**

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**Granite State College, Concord, NH  
present**

**2002 –**

***Faculty, 2002 - present***

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  
2007**

**2003 –**

***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 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.

Susan Zaccardo Gimilaro  
Page

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**PROFESSIONAL EXPERIENCE (continued)**

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**Child Development Bureau, Concord, NH  
2006**

**2000 –**

***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

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### **Consultant present**

**2000 –**

Consultant and mentor on quality initiatives, including administration, staff performance and development, curriculum, infant and toddler development, after school programs, and parent relationships.

Susan Zaccardo Gimilaro  
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## CONSULTATION EXPERIENCE (continued)

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### **Consultant for PTAN (Preschool Technical Assistance Network) present**

**2009 -**

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 present**

**2010 –**

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

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**Cornell University, Ithaca, New York**  
1985

1981 -

***M.A. Educational Administration***

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

**Regis College, Weston, MA**  
1981

1977 –

***A.B. English***

- Minor: Elementary Education
- Certification: N-3

**Continuing Education:**

**Wheelock College, Boston, MA**  
present

2002 -

- 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

Susan Zaccardo Gimilaro  
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**VOLUNTEER EXPERIENCE – PROFESSIONAL**

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**NH Afterschool Network**, member of Leadership Team, Subcommittee member for Program Quality, 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**

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

“The Lifetime Value of a Loyal Customer” accepted for publication in *Child Care Information Exchange*, 2009, September 2010

“Mission-Drive Advertising: Makes You Want to Work There” accepted for publication in *Child Care Information Exchange*, 2009, January 2011

## **PROFESSIONAL MEMBERSHIPS**

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

## **CREDENTIALS AND AWARDS**

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Afterschool Master Professional Credential – Workshop Trainer, Faculty, Mentor,  
Program Consultant endorsements

Early Childhood Master Professional Credential - Workshop Trainer, Faculty, Mentor,  
Program Consultant endorsements

Administrator of the Year Award, 1997, NHAEYC

**REFERENCES** - Available upon request

# Dian J. McCarthy

**KEY SKILLS:** Excellent written and oral communication abilities      Strong leadership and management  
Detail oriented      Computer literate including MS Office and QuickBooks  
Extremely versatile, quick learner      Works well independently or as part of a team

## EXPERIENCE:

BOOST NH, Bedford, NH

### **Project Assistant**

August 2011 - Present

- Provide administrative support to the Project Director.
- Create advertising materials including brochures and training fliers, newsletter preparation and the Weekly BOOST.
- Build and maintain mailing distribution list.
- Maintain pertinent data such as training attendance records.
- Process training registrations and follow up.

MapleCreek Custom Cabinetry, Inc, Goffstown, NH

### **Co-Owner**

April 1997 - Present

- Responsible for all aspects of small-business management from company's inception.
- Design, authorship of company website, [www.maplecreekinc.com](http://www.maplecreekinc.com), and all marketing materials.
- Maintain accurate accounts payable and receivable records in addition to payroll.

Goffstown School Board, Goffstown, NH

### **Vice-Chair**

March 2011 – Present

### **Planning and Communications Committee, Chair**

March 2010 - Present

- Lead committee charged to develop, refine and oversee the long and short-term plans of the Board.
- Developed a Community Information Program using website, newspaper, and public access television.
- Communicate effectively with members of the public, Administration and town leaders.
- Write and edit content for bi-weekly newspaper column.

### **Budget Committee Representative**

March 2012 – Present

- Represent the School Board at the Budget Committee level, explaining budgetary requests and positions.

### **Administration and Finance Committee**

March 2010 – March 2012

- Monitor the District's fiscal activity.

### **Elementary Facilities Review Committee**

May 2010 – Present

- Acting as a Board representative on committee to determine space needs of two Elementary Schools.
- Developed RFP for Architectural and Engineering Study for both schools based on committee findings.
- Responsible for presenting findings to the School Board and public in preparation for Warrant Article.

### **SAU 19 Executive Board**

April 2010 – Present

- Selected by fellow members as representative to Board overseeing SAU 19.

Maple Avenue Elementary School, Goffstown, NH

### **Parents and Faculty Together, President**

April 2011 – June 2012

- Oversee the organization including meetings, fundraising, financial management, and programming.

### **Vice-President**

June 2012 – Present

April 2009 – April 2011

- Supports the President in all oversight of the organization.

### **Principal Search Committee Member, Parent Representative**

March 2009 - April 2009

- Collaborated with Administrators, Teachers, and School Board members to select a new School Principal.
- Determined candidate criteria, interviewed and deliberated over final candidate selection and nomination.

### **Library Volunteer**

November 2008 -- Present

- Assist students and work the circulation desk on a weekly basis.

### **Classroom Volunteer**

September 2008 – Present

- Act as short-term substitute for classroom teachers as well as facilitate small group instruction as needed.

Mountain View Middle School, Goffstown, NH

### **Mountain View Partnership, Vice President**

June 2012 – Present

- Supports the President in the oversight of the organization including agenda development, fundraising, financial management and programming.

Allstate Insurance Company, Bedford, NH

**Customer Accounts Representative**

June 1991 – January 2001

- Responsible for all aspects of customer service and sales in award winning insurance agencies.
- Assisted customers with inquiries regarding policy coverage, billing and claims.
- Worked independently to consistently meet district-leading sales volume requirements.
- Maintained NH State licenses for property/casualty, life, and health insurance, and NASD Series 6 and 63.

**EDUCATION:**

University of New Hampshire, Durham, NH

September 1987 - May 1991

**Bachelor of Arts, Political Science**

- Concentrations on Business Administration and German
- Dean's List



**Southeastern Regional Education Service, Inc.**

*Inspiring innovation and excellence in education and professional practice.*

29 Commerce Drive  
Bedford, NH 03110  
Phone: 603-206-6800  
Fax: 603-434-3891  
[www.seresc.net](http://www.seresc.net)

**RICHARD LaSALLE**  
Executive Director

## 2012-2013 SERESC BOARD OF DIRECTORS

### SAU #12 – Londonderry, 268C Mammoth Road, Londonderry, NH 03053

Mr. Nathan Greenberg, Superintendent  
Mr. Stephen Young, School Board Representative

### SAU #15 – Candia, Auburn, Hooksett, 90 Farmer Road, Hooksett, NH 03106

Dr. Charles P. Littlefield, Superintendent  
Mr. Brian D'Amelio, School Board Representative – Auburn  
Ms. Emily Roster, School Board Representative – Candia  
Ms. Cheryl Akstin, School Board Representative – Hooksett

### SAU #25 – Bedford, 103 County Road, Bedford, NH 03110

Mr. Timothy Mayes, Superintendent  
Mr. Don Graff, School Board Representative

### SAU #26 – Merrimack, 36 McElwain Street, Merrimack, NH 03054

Ms. Marjorie Chiafery, Superintendent  
Mr. Andy Schneider, School Board Representative

### SAU #27 – Litchfield, 1 Highlander Court, Litchfield, NH 03052-8401

Dr. D. Brian Cochran, Superintendent  
Mr. John York, School Board Representative

### SAU #28 – Pelham/Windham, P.O. Box 510, Windham, NH 03087

Dr. Henry LaBranche, Interim Superintendent  
Mr. Brian Carton, School Board Representative – Pelham  
Mr. Jerome Rekart, School Board Representative – Windham

### SAU #55 – Timberlane/Hampstead, 30 Greenough Road, Plaistow, NH 03865

Dr. Earl Metzler, Superintendent  
Mr. Michael Mascola, School Board Representative – Timberlane  
Ms. Judy Graham, School Board Representative – Hampstead

### SAU #81 – Hudson, 20 Library Street, Hudson, NH 03051

Mr. Bryan Lane, Superintendent  
Dr. Amy Sousa, School Board Representative

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 formed August 6, 1974. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25<sup>th</sup> day of March A.D. 2013

*William M. Gardner*

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/15/13

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).

<b>PRODUCER</b> Brown & Brown (Merrimack) 308 Daniel Webster Highway Merrimack, NH 03054 Mark Cote	803-424-9901	<b>CONTACT NAME</b> _____ <b>PHONE (A/C, No, Ext):</b> 603-424-3203	<b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____																				
	<b>INSURED</b> Southeastern Regional Ed Service Ctr Inc, 29 Commerce Drive Bedford, NH 03110		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <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> </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 C:	*Hanover Insurance Company	22292																					
INSURER D:																							
INSURER E:																							
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.

INBR LTR	TYPE OF INSURANCE	ADOL SUBR INBR WAIV	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"/> PROJECT <input type="checkbox"/> LOG	X	ZBV962677700	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ABV9626162	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	UHV9636434	07/01/12	07/01/13	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	N/A	WDV962085600	07/01/12	07/01/13	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is included as additional insured with regards to General Liability per written contract [GL endorsement 421-0363 (02/11)].

<b>CERTIFICATE HOLDER</b>  NH Department of Health and Human Services, Thayer Building 129 Pleasant St. Concord, NH 03301	<b>CANCELLATION</b>  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 
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