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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY**

Lori A. Shabinette
Commissioner

Karen E. Hebert
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 19, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Sole Source** amendment to an existing contract with Pyramid Model Consortium (VC#27 4159-B001), Missoula, MT to continue to provide Professional Development Services for Inclusive Practices and Social Emotional Development in Early Childhood Care and Education, by increasing the price limitation by \$352,986 from \$450,000 to \$802,986, with no change to the completion date, effective upon Governor and Council Approval. 100% Federal Funds.

The original contract was approved by Governor and Council on May 18, 2022 (Item #26).

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svc	42117810	\$225,000	\$176,493	\$401,493
2024	102-500731	Contracts for Prog Svc	42117810	\$225,000	\$176,493	\$401,493
			TOTALS	\$450,000	\$352,986	\$802,986

EXPLANATION

This request is **Sole Source** because MOP 150 requires any amendment to an original contract that was competitively bid, in which the Department is increasing the price limitation by more than 10% of the dollar amount of the original contract, and expanding the scope of services, be identified as sole source. Numerous factors uniquely qualify the Contractor to provide the services in this amendment. First, this Contractor is the developer and proprietor of the national early childhood Pyramid Model (PM) framework, which was customized for New Hampshire. The PM framework helps early educators build skills for supporting nurturing and responsive caregiving, create learning environments, provide targeted social-emotional skills, and support children with

challenging behavior. Second, the Contractor is also uniquely qualified to provide consultation to New Hampshire early childhood teachers to address children's challenging behavior and prevent expulsion and suspension through the Preschool Technical Assistance Network (PTAN).

The purpose of this request is to expand statewide professional development services to meet the increased demand of child care/early childhood programs that seek to participate in the Granite Steps for Quality, a Quality Recognition and Improvement System, through the Pyramid Model Pathway. The Contractor will add twenty (20) new Pyramid Model implementation sites with approximately 80 teachers to promote social emotional development for all young children in child care and/or other early childhood settings utilizing the evidence-based Pyramid Model framework. Pyramid Model implementation sites must demonstrate the capacity to implement the Pyramid Model framework with fidelity, creating a rich, positive classroom environment in which all children thrive and teachers gain skills that bolster their confidence and increase satisfaction with their positions. The Contractor will also provide approximately 116 additional hours of consultation services on inclusion (a 20% increase over 2021) to all programs seeking support, with the goal of preventing suspension and expulsion due to challenging behavior.

With this amendment, approximately 760 teachers in 190 programs throughout the state will receive professional development services for the benefit of the children and families they serve.

Due to the reported increase in challenging behaviors resulting from the COVID-19 pandemic, professional development activities are essential to ensure teachers are prepared to address children's particular needs to achieve success within their current programs, as well as in school and later life. Child care programs will experience greater success in retaining teachers and other child care professionals who receive this professional development and training.

The Department will monitor services by:

- Reviewing financial supporting documentation for invoices on a biannual basis;
- Reviewing quarterly and annual reports to determine the extent to which the Contractor is progressing as expected toward the achievement of desired results for teachers/staff, programs and children; and
- Conducting meetings with the Contractor.

Should the Governor and Council not authorize this request, additional child care professionals and early childhood educators may not receive the professional development services necessary to increase inclusion of children with special needs and decrease expulsion of children with unmet behavioral health needs, which may result in further declining behavior and challenges for these children.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.575, FAIN #2201NHCCDF.

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

Respectfully submitted,


Lori A. Shibinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Professional Development Services for Inclusive Practices and Social Emotional Development in Early Childhood Care and Education contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Pyramid Model Consortium ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 18, 2022 (Item #26), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$802,986
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit B, Scope of Services, Section 1. Statement of Work, Subsection 1.10, to read:
 - 1.10. The Contractor shall provide access to, or assist with, Pyramid Model Tier 3: Intensive (Tertiary) Intervention Practice-Based Coaching to any program serving New Hampshire resident children with significant behavior challenge, which shall include, but is not limited to:
 - 1.10.1. Support to up to twenty (20) additional child care/early childhood programs enrolled in the Granite Steps for Quality, Quality Recognition and Improvement System, through the Pyramid Model pathway to become official Pyramid Model implementation sites. Support shall include:
 - 1.10.1.1. Long-term, defined as approximately one (1) year, coaching;
 - 1.10.1.2. Training or referrals to training; and
 - 1.10.1.3. Technical assistance to ensure programs meet the quality standards for Pyramid Model implementation sites.
 - 1.10.2. Provide no less than ten (10) Professional Learning Communities (PLCs) each year of the Agreement period, for programs and providers.
 - 1.10.3. Provide monthly PLCs for coaches.
 - 1.10.4. Recruit, train, and provide support to five (5) new Pyramid Model coaches.
 - 1.10.5. Convene a Master Cadre workgroup and conduct a minimum of nine (9) meetings each year of the Agreement period for the fourteen (14) New Hampshire Master Cadre members.
 - 1.10.6. Provide stipends to Master Cadre members to support workgroup participation costs.

- 1.10.7. Convene a Higher Education faculty workgroup to incorporate the Pyramid Model in Pre-service teacher education for students seeking degrees in early childhood education.
4. Modify Exhibit B, Scope of Services, Section 1. Statement of Work, Subsection 1.12, to read:
 - 1.12. The Contractor shall actively collaborate with the Department and the Department of Education (DOE) to continue development and integration of the Pyramid Model State infrastructure, which must include collaboration on topics and projects including, but not limited to:
 - 1.12.1. New Hampshire's Pyramid Model State Leadership Team.
 - 1.12.2. DOE iSocial project.
 - 1.12.3. DOE multi-tiered system of support initiative for public schools.
 - 1.12.4. NH Connections Information System.
 - 1.12.5. Pyramid Information Data System (PIDS), including:
 - 1.12.5.1 PIDS annual fees; and
 - 1.12.5.2. Training for coaches.
5. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget Sheet, Exhibit C-2, Budget Sheet, Exhibit C-3 Budget – Amendment #1, and Exhibit C-4 Budget – Amendment #1.
6. Add Exhibit C-3 Budget - Amendment #1, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4 Budget -Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/6/2022

Date

DocuSigned by:

Karen Hebert

62069CEB1044416

Name: Karen Hebert

Title: Division Director

The Pyramid Model Consortium

10/6/2022

Date

DocuSigned by:

Robert M. Corso

20440C455E13100

Name: Robert M. Corso

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

10/11/2022

Date

DocuSigned by:
Robyn Guarino
748734844044180
Name: Robyn Guarino
Title: Attorney.

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services	
Contractor Name: <i>The Pyramid Model Consortium</i>	
Budget Request for: <i>Professional Development Services</i>	
Budget Period <i>July 1, 2022 - June 30, 2023 (SFY23)</i>	
Indirect Cost Rate (if applicable) <i>8.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$0
2. Fringe Benefits	\$0
3. Consultants	\$160,419
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>PIDS Data systems</i>	\$3,000
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$163,419
Total Indirect Costs	\$13,074
TOTAL	\$176,493

Contractor Initials 

New Hampshire Department of Health and Human Services	
Contractor Name: <i>The Pyramid Model Consortium</i>	
Budget Request for: <i>Professional Development Services</i>	
Budget Period <i>July 1, 2023 - June 30, 2024 (SFY24)</i>	
Indirect Cost Rate (if applicable) <i>8.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$0
2. Fringe Benefits	\$0
3. Consultants	\$160,419
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$3,000
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$163,419
Total Indirect Costs	\$13,074
TOTAL	\$176,493

Contractor Initials OS
RMC

State of New Hampshire

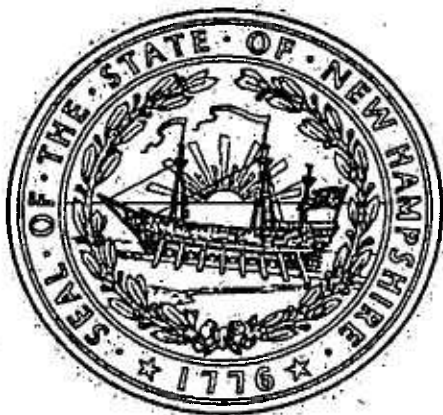
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PYRAMID MODEL CONSORTIUM is a Colorado Nonprofit Corporation registered to transact business in New Hampshire on February 02, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 787433

Certificate Number: 0005768209



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Angel Fettig, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Pyramid Model Consortium
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 6, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Rob Corso, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Pyramid Model Consortium to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/6/2022

Angel Fettig
Signature of Elected Officer
Name:
Title:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/06/2022

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


PRODUCER Brown & Brown of Colorado, Inc. 4532 Boardwalk Dr., Suite 200 Fort Collins CO 80525		CONTACT NAME: Alex Weber PHONE (A/C, No, Ext): (970) 482-7747 FAX (A/C, No): (970) 484-4165 E-MAIL ADDRESS: 266.certificates@bbrown.com	
INSURED Pyramid Model Consortium 400 W. Broadway Street Ste 101-507 Missoula MT 59802		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES **CERTIFICATE NUMBER:** 22/23 D&O & PKG **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2460810	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2460810	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2460810	10/01/2022	10/01/2023	Each Incident \$1,000,000 Aggregate \$2,000,000

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

CERTIFICATE HOLDER New Hampshire Department of Health and Human Services 129 Pleasant St Concord NH 03301-3852	CANCELLATION 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 
--	---

AGENCY CUSTOMER ID: 00313099

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown & Brown of Colorado, Inc.		NAMED INSURED Pyramid Model Consortium	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Directors and Officers - PHSD1709473
6.1.2022 - 6.1.2023
General Aggregate - \$2,000,000
Each Occurrence - \$1,000,000

If required by written contract the following endorsements apply:

General Liability:
Blanket Additional Insured
Waiver of Subrogation



PYRAMOD-01

CHANDRAREDDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2022

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

PRODUCER NFP Property & Casualty Services, Inc. PO Box 2127 620 Hinesburg Road South Burlington, VT 05407	CONTACT NAME: Patty Carville	
	PHONE (A/C, No, Ext): (603) 941-9099	FAX (A/C, No): (603) 875-1213
E-MAIL ADDRESS: Patty.carville@nfp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Massachusetts Bay Insurance Company		22306
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


INSURED
The Pyramid Model Consortium
400 West Broadway Street
Suite 101-507
Missoula, MT 59802

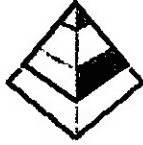
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WDV-A751519-07	10/15/2022	10/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Section 3A State: VT

CERTIFICATE HOLDER New Hampshire Department of Health and Human Services 129 Pleasant St Concord, NH 03301-3852	CANCELLATION 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 



THE PYRAMID MODEL CONSORTIUM

Supporting Early Childhood PBIS

Vision Statement

We envision environments that nurture and support all infants and young children's social emotional development through the sustained high-fidelity implementation of the Pyramid Model.

Mission Statement

The Pyramid Model Consortium exists to promote the dissemination, sustainability, scale-up and high fidelity use of the Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children.

PMC Strategic Priorities

The PMC Strategic Priorities for July 2019 – July 2022 are to:

1. Provide effective training and technical assistance that support the high-fidelity implementation and sustainability of the Pyramid Model that results in children's social emotional growth and the reduction of children's challenging behavior. This includes utilizing certified trainers to provide ongoing training and coaching for new generations of Pyramid Model implementers.
2. Assist in guiding the development of community, tribal nations, state and national systems and structures (e.g. State Leadership Teams) that result in the implementation, scale-up and maintenance of high fidelity use of the Pyramid Model.
3. Establish and maintain ongoing evaluation systems for all major Consortium activities to ensure high quality, effective, and efficient services and resources. This includes engaging in systematic monitoring of the fidelity of the use of the Pyramid Model practices.
4. Develop resources, engage in, and disseminate research findings on effective practices in a form and manner that addresses questions often posed by providers, families and policy makers.
5. Offer up-to-date information on effective practices, systems, and procedures by maintaining and utilizing a variety of electronic and web-based media (e.g. modules, websites, Webinars, e-newsletters).
6. Consider the recruitment and selection of career professionals who make significant contributions to Pyramid Model research, implementation processes and resources for recognition as PMC Faculty to support the vision and mission of the organization.
7. Implement effective, efficient, and nimble legal, managerial, fiscal and personnel/contractual policies and procedures.

PYRAMID MODEL CONSORTIUM

Financial Statements and Report of
Independent Certified Public Accountants

As of December 31, 2021

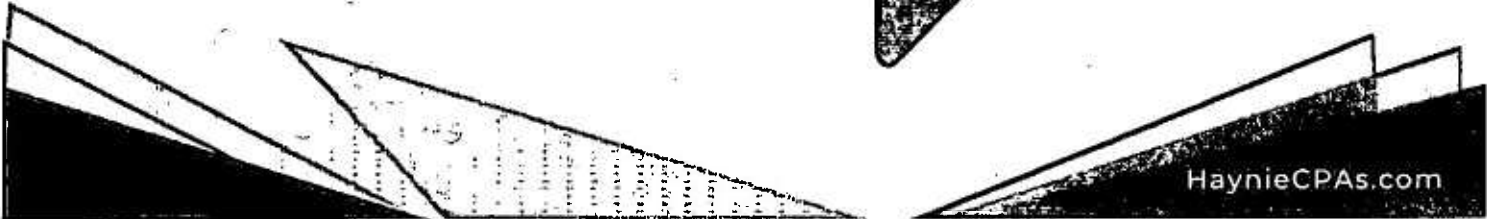


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1221 W. Mineral Avenue, Suite 202
Littleton, CO 80120

☎ 303-734-4800

📠 303-795-3356

🌐 www.HaynieCPAs.com

Report of Independent Certified Public Accountants

Board of Directors
Pyramid Model Consortium

Opinion

We have audited the accompanying financial statements of Pyramid Model Consortium (a public benefit corporation) (the "Organization"), which comprise the statement of financial position as of December 31, 2021, and the related statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pyramid Model Consortium as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Pyramid Model Consortium and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Pyramid Model Consortium's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Pyramid Model Consortium's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Pyramid Model Consortium's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Haynie & Company

Littleton, Colorado
March 18, 2022

Pyramid Model Consortium
Statement of Financial Position
December 31, 2021

	2021
Assets	
Current Assets:	
Cash and cash equivalents	\$ 1,441,927
Investments	1,283,866
Accounts receivable	683,637
Prepaid expense	23,213
Total Current Assets	3,432,643
Property and equipment	
Furniture and equipment	1,178
Accumulated depreciation	(1,178)
Total Property and equipment	-
Total Assets	\$ 3,432,643
Liabilities and Net Assets	
Current Liabilities:	
Accounts payable	\$ 90,388
Deferred revenue	198,275
Total Liabilities	288,663
Net assets:	
Net assets without donor restrictions	3,143,980
Total Net Assets	3,143,980
Total Liabilities and Net Assets	\$ 3,432,643

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

Pyramid Model Consortium
Statement of Activities
For the Year Ended December 31, 2021

	2021
Support and Revenue:	
Consulting	\$ 2,470,592
Donations	12,554
Materials	1,032,294
Sales	57,736
Training	63,457
Travel	5,471
Total support and revenue	3,642,104
Expenses:	
Program Services	2,175,383
Supporting services -	
General and Administration	219,199
Total Supporting Services	219,199
Total Expenses	2,394,582
Other Income (Expenses):	
Interest	11,321
Dividends	5,717
Unrealized loss	(7,725)
Charitable contributions	(250)
Total Other Income (Expenses)	9,063
Change in Net Assets	1,256,584
Net Assets without donor restrictions - Beginning of Year	1,887,396
Net Assets without donor restrictions - End of Year	\$ 3,143,980

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

Pyramid Model Consortium
Statement of Cash Flows
For the Year Ended December 31, 2021

	2021
Cash flows from operating activities	
Changes in net assets	\$ 1,256,584
Adjustments to reconcile changes in net assets to net cash provided by operating activities:	
Unrealized (gain) loss in related interest	
Net changes in:	
Accounts receivable	15,171
Prepaid expenses	(23,213)
Accounts payable	(48,038)
Deferred revenue	198,275
Net cash from operating activities	1,398,778
 Cash Flows from investing activities	
Purchase of investments	(759,313)
Net cash from investing activities	(759,313)
Net increase in Cash	639,465
Cash balance—beginning of year	802,462
Cash balance—end of year	\$ 1,441,927

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

Pyramid Model Consortium
Statements of Functional Expenses
For the Year Ended December 31, 2021

	<u>Program</u> <u>Services</u>	<u>Supporting Services</u> <u>General</u> <u>and</u> <u>Administration</u>	<u>Total</u> <u>2021</u>
Accounting services	\$ -	\$ 10,501	\$ 10,501
Bank fees	76	1,610	1,686
Business licenses and permits	-	170	170
Computer and internet	26	4,689	4,714
Dues and subscriptions	-	500	500
Executive office	-	170,581	170,581
Travels	19,250	6,658	25,908
Insurance	1,490	2,347	3,837
Legal	-	7,245	7,245
Marketing	-	1,389	1,389
Materials	246,000	-	246,000
Meals and entertainment	-	42	42
Office supplies	-	60	60
Postage and delivery	-	152	152
Other professional fees	-	3,118	3,118
Training	1,908,541	-	1,908,541
Website	-	10,138	10,138
Total Expenses	\$ 2,175,383	\$ 219,199	\$ 2,394,582

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

Pyramid Model Consortium

Notes to Financial Statements

December 31, 2021

1. Organization

Pyramid Model Consortium (the "Organization") was established in 2014 as a public benefit corporation, to promote equity and inclusion through the dissemination, sustainability, scale-up and high fidelity use of the Pyramid Model for supporting social emotional competence in infants and young children. Activities include implementation and sustainability of the Pyramid Model; training and technical assistance, guiding the development of communities, evaluation systems, develop resources, engage in and disseminate research findings on effective practices, offer up-to-date information on systems and procedures.

2. Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared in accordance with United States Generally Accepted Accounting Principles (GAAP).

Method of Accounting

The Organization's records are maintained on the accrual basis of accounting, which means that income is recognized as it is earned, and expenses are recognized as they are incurred.

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash and cash equivalents include all cash on hand and demand deposits. The Organization considers all highly liquid investments, except those restricted for endowment, with an original maturity of three months or less to be cash equivalents.

Investments

The Organization adopted the provisions of FASB ASC 820 "Fair Value Measurements and Disclosures" which defines fair value, provides a framework for measuring fair value and outlines required disclosures regarding fair value. ACS 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability (i.e., the "exit price") in an orderly transaction between market participants at the measurement date under current market conditions.

Pyramid Model Consortium Notes to Financial Statements (continued) December 31, 2021

2. Summary of Significant Accounting Policies (continued)

In determining fair value, the Organization uses various valuation approaches. These provisions establish a fair value hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are those that market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Organization. Unobservable inputs reflect the Organization's assumptions about the inputs market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The fair value hierarchy is categorized into three levels based on the inputs as follows:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 – Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The availability of valuation techniques and observable inputs can vary from security to security and is affected by a wide variety of factors including, the type of security, whether the security is new and not yet established in the marketplace, and other characteristics particular to the transaction. To the extent that a valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Those estimated values do not necessarily represent the amounts that may be ultimately realized due to the occurrence of future circumstances that cannot be reasonably determined. Because of the inherent uncertainty of valuation, those estimated values may be materially higher or lower than the values that would have been used had a ready market for the securities existed. Accordingly, the degree of judgment exercised by the Organization in determining fair value is greatest for securities categorized in Level 3. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes, the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement.

Pyramid Model Consortium
Notes to Financial Statements (continued)
December 31, 2021

2. Summary of Significant Accounting Policies (continued)

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, the Organization's own assumptions are set to reflect those that market participants would use in pricing the asset or liability at the measurement date. The Organization uses prices and inputs that are current as of the measurement date, including periods of market dislocation. In periods of market dislocation, the observability of prices and inputs may be reduced for many securities. This condition could cause a security to be reclassified to a lower level within the fair value hierarchy.

The Organization's investments are generally included in Levels 1 and 2 of the fair value hierarchy as determined by quoted market priced on a national securities exchange. The following are the types of investments that the Organization held as of December 31, 2021:

	2021
Level 1	
Money Market account	\$ 747,992
Total Level 1	747,992
Level 2	
Certificates of Deposit	535,874
Total Level 2	535,874
Total Investments	\$ 1,283,866

Investments and certain cash and cash equivalents are held by a brokerage firm and managed by an investment advisor in accordance with the terms of an investment advisory agreement.

Purchases and sales of marketable securities are recorded on a trade date basis. Realized gains and losses on marketable securities are determined on a specific identification basis. Dividend income is recorded on the ex-dividend date and interest income is recorded on the accrual basis. Investment income is recognized when earned.

Accounts Receivable

Accounts receivable consist of accrued consulting and training services and sales of materials, generally due 30 to 60 days from the date which the service or sale is performed. Management expects all receivables will be fully collectible; accordingly, there is no allowance for uncollectible receivables.

Pyramid Model Consortium

Notes to Financial Statements (continued)

December 31, 2021

2. Summary of Significant Accounting Policies (continued)

Property and Equipment

Purchased equipment are recorded at cost. Depreciation is computed on the straight-line method over estimated useful lives of between one and five years. Repairs and maintenance are charged to expense as incurred. All fixed assets were fully depreciated as of December 31, 2021.

Revenue Recognition

Revenue is recognized when the underlying performance obligation has been fulfilled. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed, or expenditures are incurred, respectively. Contributions are recognized when cash, or other assets, an unconditional promise to give, or notification of a beneficial interest is received.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and general and administration categories. Such allocations are determined by management on an equitable basis. The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of Allocation</u>
Labor and Executive Office	Time and effort
Materials	Time and effort
Professional Services	Time and effort
Administrative and General	Time and effort

Recently Issued Accounting Pronouncements

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842). The new standard establishes a right-of-use ("ROU") model that requires a lessee to record an ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. The Organization is assessing the impacts of this standard on financial report.

Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2021. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Organization is currently evaluating the impact of the pending adoption of this new standard on its financial statements.

Pyramid Model Consortium
Notes to Financial Statements (continued)
December 31, 2021

2. Summary of Significant Accounting Policies (continued)

Concentration of Credit Risk

Financial instruments that potentially subject the Organization to a concentration of credit risk, consist of cash and cash equivalents. The Organization places its cash deposits with quality financial institutions to limit its credit exposure. Cash amounts are insured by the Federal Deposit Insurance Corporation ("FDIC"). Investment and cash amounts are insured by the Securities Investor Protection Corporation ("SIPC"). Amounts insured by SIPC are up to \$500,000 (with a limit of \$250,000 for cash). At times during the year, the Organization maintains cash balances in excess of the FDIC insurance limits. Management believes the risk in these situations to be minimal.

At year end, December 31, 2021, the Organization had cash and cash equivalents with a carrying value of \$2,154,215, of which \$500,000 was fully insured by the FDIC limits.

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 at the date of the financial statements and the reported amounts of support, revenue, and expenses during the reporting period. Actual results could differ from those estimates.

Tax Exempt Status

Pyramid Model Consortium is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, except on net income derived from unrelated business activities. During 2021, the Organization had no unrelated business activities and believes that it has appropriate support for any tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization's federal tax returns (Form 990) for 2021 are subject to examination by the IRS, generally for three years after the returns are filed.

Subsequent Events

The Organization evaluated all events or transactions that occurred after December 31, 2021 through March 18, 2022, the date the financial statements were available to be issued. During this period, the Organization was not aware of any material recognizable subsequent events other than the below.

Pyramid Model Consortium
Notes to Financial Statements (continued)
December 31, 2021

3. Availability and Liquidity

The following represents Pyramid Model Consortium' financial assets at December 31, 2021:

	2021
Financial assets at period end:	
Cash & Investments	\$ 2,685,356
Accounts receivable	683,637
Total financial assets	3,368,993
Financial assets available to meet general expenditures over the next twelve months	\$ 3,368,993

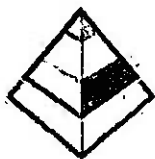
4. Accounts Receivable

Accounts receivable consists of uncollateralized amounts due to the Organization for services provided and contractual amounts due at year-end. Management has reviewed the collectability of the accounts receivable, and no allowance for doubtful accounts has been established at December 31, 2021.

Approximately 65% of gross accounts receivable at December 31, 2021 were from the Organization's five largest customers. Of these customers, two have individual receivable balances between 10% and 35% of gross accounts receivable at December 31, 2021.

5. Deferred Income

On December 2021, the Organization enters into a contract with a customer to held a conference in March 2022. The conference is a single performance obligation that the Organization will satisfy at a specific time. The Organization will recognize the balance as revenue when the conference is held.



THE PYRAMID MODEL CONSORTIUM

Supporting Early Childhood PBIS

Board of Directors 2022

Name	Office Title
Shantel Meek	President
Lisa Gordon	President- Elect
Calvin Moore	Vice President
Angel Fettig	Treasurer
Catasha Williams	Secretary
Dawn Yazzie	Member at Large
Yvette Sanchez Fuentes	Member at Large

Joan M. Izen, M.A., CCC-SLP

Highly skilled and experienced consultant committed to supporting individuals and groups with the knowledge and skills needed to achieve their goals.

Summary

- Over thirty-year's experience in leadership and management positions within education and other non-profit environments.
- Expertise in assessment, meeting facilitation, strategic planning, change management, team development, process analysis and evaluation.
- Successful grant writer with a twenty-eight year proven track record.
- Content knowledge in Pyramid Model practices including Practice-Based Coaching and trauma-informed early childhood services (TIECS)
- Organized and articulate; strong written and verbal language skills.

Professional Experience

Organization Development Consultant

Southeastern Regional Education Service Center, Inc. (SERESC), Bedford, NH

Meeting facilitator [2008-present]

- Develop and support highly productive groups to achieve their desired goals.
 - Process meetings for staff, consultants and coaches (2008-present)
 - SEE Change (Sustainable Early Engagement for Change) State Leadership Team focused on implementing, sustaining and scaling up evidence-based practice (DEC Recommended Practices) to improve child outcomes (2014-2016)
 - Pyramid Model State Leadership Team focused on statewide implementation of Pyramid Model practices so that "All NH families, early childhood programs, and communities have the capacity to support the social emotional well-being of infants and young children." (2016-present)

Strategic planning facilitator [2009-present]

- Jaffrey-Rindge School District, Jaffrey, NH [2009-2011]
 - Engaged a team of special education administrators and preschool special education teachers and therapists in a two-year strategic planning and implementation process to promote improved education outcomes for the district's identified preschool children and their families.
- SERESC Leadership Team [2011-2014]
 - Ongoing facilitation to support the development and implementation of a comprehensive strategic plan.

Project Director, Grant Writer, Consultant

Southeastern Regional Education Service Center, Inc. (SERESC), Bedford, NH

Coordinator of Practice-Based Coaches and TPOT Administrators for 8 NH School Districts (2018-2019)

- Recruit, hire, supervise and support cohort of skilled and knowledgeable coaches and administrators

NH Preschool Technical Assistance Network [1990-present]

- Conceived, designed and developed the Preschool Technical Assistance Network (PTAN), a statewide professional development system that promotes quality programs for New Hampshire's young children with special needs and their families.
- Ongoing grant writing responsibilities to secure local, state and federal funding

- Hire, supervise and support project staff and associated consultants
- Facilitate interagency groups; provide individual and group consultation; develop training curriculum; and train small and large groups
- Provide consultation/technical assistance to childcare teachers and administrators to prevent expulsion of young children with challenging behaviors and other special needs.
- Produce annual reports documenting achievement of project goals with substantive outcome data

The Regional Preschool Improvement Project [1998-2008]

- Annually redesigned this collaboratively funded project to meet the needs of the participating school districts. Provided consultation and training to promote programs' ongoing efforts to improve their services for young children with disabilities and their families.

The Early Childhood Training Project [1992-1996]

- Annually designed this collaboratively funded statewide training project. Responsible for all aspects of this annual conference including: program design, grant writing, selection of presenters, brochure design, site selection, registration process, exhibit hall and coordination of paid and volunteer staff.

The Regional Child Find Project [1989-1992]

- Designed this regional child find program for school districts to identify children, birth to 6-years old who may be eligible for special education programming.

Project SET (Smooth and Efficient Transitions) [1990-1992]

- Designed and implemented this collaboratively funded project to improve the transition of young children and families from early supports and services to preschool special education.

Speech-Language Pathologist/Developmental Specialist [1988-1990]

- Private practitioner working with families of very young children, birth through age 3

Director of Program Development, Speech/Language Pathologist [1981-1987], The Early Intervention Program at Southern New Hampshire Medical Center, Nashua NH

Speech-Language Pathologist [1980-1981], Crotched Mountain Rehabilitation Center, Greenfield, NH

Education

O.D. Certificate	Leadership NH, 2010 Organization Development, 2008 Antioch University New England, Keene, New Hampshire
M.A.	Speech Communication, 1980 University of Maine, Orono, Maine
B.S.	Communication Disorders, 1977 Emerson College, Boston, Massachusetts

Achievements and Appointments

- NH DHHS Child Development Bureau, Early Childhood Credential Level 3: Trainer, Mentor, Faculty, 2002-2008; Early Childhood Master Professional: Program Consultant, 2009-2018
- Trauma Informed Early Childhood Services training completed 5/16; participant in ongoing TIECS reflective supervision (8/16-present); Facilitator of TIECS Professional Learning Community (2017)
- Advisory Committee member, *Breakthrough Manchester* (9/14-present)
- Board of Directors, Secretary, *Lake Kanasatka Watershed Association*, (8/13-present)
- Chair, Board of Directors, *Girls At Work, Inc.* (9/10-6/13)
- *Gwen and Henry Morgan Award* recipient, New Hampshire Department of Health and Human Services/Child Development Bureau, "*in recognition of your achievement in professional development and commitment to improving the quality of care and education in New Hampshire*"
- *Mary Stuart Gile Award* recipient, New Hampshire Department of Health and Human Services/Child Development Bureau, "*in recognition of your commitment to the development of the next generation of early childhood professionals*" (2006)
- New Hampshire Child Care Advisory Council, 1996-2014 (Secretary, 1998-2002, Vice-Chair, 2002-2008, Co-Chair, 2011-2013)

Professional Affiliations

- The American Speech-Language-Hearing Association
- The Organization Development Network
- New Hampshire Center for Nonprofits
- The NH Association for Infant Mental Health
- The Council for Exceptional Children – Division of Early Childhood
- The National Association for The Education Of Young Children

Hillary Pincoske

EXPERIENCE

Preschool Technical Assistance Network (PTAN)

Bedford NH

2016-present

PTAN Project Assistant

- Worked with Project Director to sustain and support current project activities
- Primary contact person for NH child care teachers and directors seeking consultation and/or professional development support
- Used Departments designated data system
- Completed Pyramid Model modules & 2.0 Training; Trauma-Informed Care, Culturally Responsive Practices to Reduce Implicit Bias; Wellness, Birth to Five, Linking Literacy to PM, Inclusion

Sant Bani School

Sanbornton NH

Assistant Director of Program (2002-2016)

- Coordinated all student/family activities beyond the traditional academic experience in the classroom
- Member of Student Intervention Team
 - Collaborated with teachers and administrators regarding student needs and developed action plans for further intervention as needed
- Co-Led community service events; Empty Bowls, Road Side Clean-Up, Service Day
- Assist Program Director with daily tasks including discipline and parent concerns
- Primary contact to resolve logistical needs interfering with daily routines
- Transportation Coordinator
- Assistant Director of Physical Plant

Teacher (1997-2016)

- STEAMS teacher Enrichment, small group literacy instruction (2015-2016)
- Kindergarten (1997-2002)
- Elementary Service Coordinator (1997-2014)

Concord Family YMCA Child Development Center

2009-2010 - Substitute teacher

The Children's Learning Center

1997-1998 - Lead teacher for Preschool and School Age program

EDUCATION

Colby-Sawyer College (1992-1996)

New London NH

Major: Early Childhood Development **Minor:** Psychology
K-3 Teacher Certification - last certified in 2005

Robert M. Corso

Office: [REDACTED]

Work Phone: [REDACTED]

E-Mail: [REDACTED]

EDUCATIONAL BACKGROUND

- 2000 Ph.D. in Special Education
University of Illinois at Urbana-Champaign
Areas of Emphasis: Early Childhood and Program Evaluation
- 1993 Ed.M. in Curriculum & Instruction
University of Illinois at Urbana-Champaign
Area of Emphasis: Early Childhood Education
- 1990 B.S. in Accountancy
University of Illinois at Urbana-Champaign

PROFESSIONAL EXPERIENCE

- 2014-Present **Pyramid Model Consortium**
Executive Director
- Direct training and technical assistance to states, communities and local programs around supporting the social and emotional competence of young children.
- Manage grants and fiscal activities for the organization.
- 2010-2015 **HEAD START CENTER ON QUALITY TEACHING AND LEARNING**
Vanderbilt University - Nashville, TN
Project Coordinator/Co-Principal Investigator
- Direct project activities around state training, strategic planning, and outreach activities.
- 2008-2012 **CENTER ON EFFECTIVE MENTAL HEALTH CONSULTATION**
Vanderbilt University - Nashville, TN
Staff
- Develop products related to Mental Health Consultation and the Pyramid Model
- 2002-2012 **CENTER ON THE SOCIAL AND EMOTIONAL FOUNDATIONS FOR EARLY LEARNING**, Vanderbilt University - Nashville, TN
Assistant Research Professor/Project Coordinator

- Director project activities around training, strategic planning, and outreach activities.
- Manage fiscal activities for the Center and its subcontractors
- Provide supervision to the project's staff and graduate students

1998-2010 **HILTON/EARLY HEAD START TRAINING PROGRAM**, Rohnert Park, CA
Evaluation Coordinator

- Measured short- and long-term outcomes, utilizing the philosophy of continuous improvement is interwoven into every aspect of the program design and evaluation.
- Developed a wide variety of methods of data collection are used, including team applications, questionnaires, participant focus groups, and interviews.
- Utilized a variety of strategies are used to evaluate strengths and weaknesses, identify obstacles to goal achievement, reflect on current successes, and identify further resources and information needed.

2001-2003 **GREAT LAKES QUALITY IMPROVEMENT CENTER FOR DISABILITY SERVICES**: Champaign, IL

Co-Principal Investigator/ Director

- Manage training and technical assistance network for Head Start/Early Head Start grantees in Illinois, Indiana, Ohio, Wisconsin, Minnesota and Michigan
- Coordinate strategic planning and evaluation efforts to measure the impact of the training and technical assistance provided to early childhood programs

1998-2002 **CLAS EARLY CHILDHOOD RESEARCH INSTITUTE**: Champaign, IL

Project Coordinator

- Managed day-to-day operations of the work of the Institute
- Present and disseminate information regarding the work of the project

Evaluation Coordinator

- Coordinated the evaluation activities for a large-scale federal research project examining issues of culture and language in early childhood and early intervention
- Developed both quantitative and qualitative measurements to determine the impact of the project activities
- Simultaneously collected and analyzed data from multiple sources

1994-1997 **PRESBYTERIAN MEDICAL SERVICES**: Farmington, NM

Administrator, Home-Based Programs:

- Managed Early Intervention Services, Disabled & Elderly and HIV/AIDS Medicaid Waiver Case Management, and Coordinated In-Home Care programs.
- Assisted in administration and oversight of program operations including
 - * Early Intervention
 - * Head Start and Infant/Toddler Care

Program Director, Little Feet Child Development Centers:

- Handled all matters related to day to day administration and operation and the implementation of the educational curriculum for children birth to five years old.

1990-1994 **CRISIS NURSERY IN CHAMPAIGN COUNTY**: Urbana, IL

Program Coordinator:

- Worked in collaboration with community agencies providing services to the homeless, women in transition, and families experiencing domestic violence.
- Assisted with the family enhancement program providing parent education, parent support, and children's playgroups.

SELECTED PUBLICATIONS

- Doubet, S. & Corso, R. M.. (2011). Supporting children's social emotional development. In C. J. Groark (Series Ed.) and S. Maude (Vol. Ed.), *Early Childhood Intervention: Shaping the Future for Children with Special Needs and Their Families, Three Volumes: Vol. 2. Proven and Promising Practices in EI/ECSE*. Santa Barbara, CA: ABC-CLIO
- Catlett, C., Maude, S., & Corso, R. (2009). Results of the Crosswalks Study. Manuscript to be submitted to *Journal of Early Intervention or Topics in Early Childhood Special Education*.
- Corso, R. M. (2007). *Practices for enhancing children's social emotional development and preventing challenging behavior*. Gifted Child Today.
- Corso, R., Brekken, L., Ducey, C., & Knapp-Philo, J. (2006). *Professional development strategies to support the inclusion of infants and toddlers with disabilities in infant-family programs*. *Zero to Three*, 26 (3), 36 – 42.
- Santos, R., Corso, R., & Maude, S. (2006) *A model for increasing meaningful participation of diverse constituents in research..* *Multiple Voices* (9) 1, 28-42.
- Santos, R. M., Corso, R.M., & Rothenberg,, D. (2005). *Information training and technical assistance: A case study of the CLAS Institute Web site*. In D. Edyburn, K. Higgins, & R. Boone (Eds.), *The handbook of special education technology research and practice*. Whitefish Bay, WI: Knowledge by Design, Inc.
- Hemmeter, ML, Corso, R.M., & Fox, L. (2004). *Promoting young children's social emotional development and addressing challenging behaviors*. *NABE News*, 27 (4), 8-11.
- Fowler, S.A., Santos, R.M., Corso, R.M. (Eds.) (2004). *Getting started: culturally and linguistically appropriate screening, assessment and family information gathering*. Sopris West. Longmont, CO.
- Corso, R.M., Santos, R.M., & Fowler, S.A (Eds.) (2004). *Building healthy relationships with families to support service utilization*. Sopris West, Longmont, CO.
- Santos, R.M., Corso, R.M., & Fowler, S.A (Eds.) (2004). *Language and communication: working with linguistically diverse families*. Sopris West. Longmont, CO.
- Knapp-Philo, J., Corso, R.M., Brekken, L., & Heal, H. (2004). *Training strategies for the 21st century*. *Infants and Young Children*, 17(2), 171-183.
- Hemmeter, M. L., & Corso, R. M. (Nov, 2004). *Let's Be Friends: Tips for teaching social skills and preventing problem behavior*. *The Utah Special Educator*, Salt Lake City, Utah: Utah Personnel Development Center.
- Corso, R.M. (2003). *The Center on the Social and Emotional Foundations for Early Learning. Young Children*. *Young Children*, 46-48.

Bruns, D., & Corso, R.M. (2003). *Working with culturally and linguistically diverse families*. The Journal of the Coalition of Essential Schools, 19 (2), 14-16.

Barrera, I., Corso, R.M., & Macpherson, D. (2003). *Skilled dialogue: Strategies for responding to cultural diversity in early childhood*. Baltimore, MD: Paul Brookes.

Bruns, D., & Corso, R.M. (2003). *Working with culturally and linguistically diverse families*. The Journal of the Coalition of Essential Schools, 19 (2), 14-16.

Barrera, I., & Corso, R.M. (2002). *Cultural competency as skilled dialogue*. Topics in Early Childhood Special Education.

Corso, R. M., Santos, R.M., & Roof, V. (2002). *Collect, select, and reflect: Adaptive practices and materials to honor the diversity of children and families*. TEACHING Exceptional Children.

Corso, R.M., & Bruns, D. (2001). *Working with culturally and linguistically diverse families*. ERIC Digest. ERIC Clearinghouse on Elementary and Early Childhood Education.

Chen, D., McLean, M., & Corso, R. M., & Bruns, D. (2000). *Culturally and linguistically sensitive practices in motor skills interventions for young children* (CLAS Technical Report #11). Champaign, IL: University of Illinois at Urbana-Champaign, Early Childhood Research Institute on Culturally and Linguistically Appropriate Services.

Santos, R. M., Fowler, S. A., Corso, R. M., & Bruns, D. (2000). *Acceptance, acknowledgement, and adaptability: Selecting culturally and linguistically appropriate early childhood materials*. TEACHING Exceptional Children, 32 (3), 14-22.

RESEARCH/TEACHING EXPERIENCE:

- 2004 Instructor
Intervention Issues and Practices with Young Children with Disabilities
Department of Special Education
University of Illinois
- 2003 Instructor
Typical Development in Young Children
Department of Special Education
University of Illinois
- 2002 Instructor
Atypical Development in Young Children
Department of Special Education
University of Illinois
- 1999 Early Childhood Practicum Supervisor
Preschool and Infancy Placements
Department of Special Education
University of Illinois

SELECTED PRESENTATIONS

Hurth, J., Whaley, K., Corso, R. M., & Kaufmann, R. (March, 2007). Building Statewide Interagency Systems to Promote Positive Social and Emotional Development and Improve Behavioral Outcomes of Young Children. National Training Institute on Challenging Behaviors, Clearwater Beach, FL.

Corso, R.M., & Peterson, C. (June, 2006). Family and Service Provider Partnership. National Head Start Research Conference, Washington, DC.

Corso, R.M., Ducey, C., & Valverde, A. (Oct., 2006). *Evidence Based Child Find Strategies: Outreach to Families Most At Risk*. Presented at the 2006 Annual International Division for Early Childhood Conference, Little Rock. AR.

Maude, S., & Corso, R. (June, 2006). Writing outcomes for the evaluation of personnel preparation or program impact. Conference session presented at the 2006 National Association for the Education of Young Children's (NAEYC) National Training Institute, Miami, FL.

Corso, R.M., Brekken, L., Odinga, T. (July, 2006). Creating Harmony from Diverse Voices — Lessons Learned on Integrating Early Childhood Systems. 6th Annual Inclusion Institute, Chapel Hill, NC.

Corso, R., Bovey, T. & Allison, A. (April, 2006). Building Statewide Systems to Support Programs and Early Childhood Providers. National Training Institute on Challenging Behaviors, Clearwater Beach, FL.

Corso, R.M., Ducey, C., Jordan-DaSilva, F. (Oct., 2005). *Evidence Based Child Find Strategies: Outreach to Families Most At Risk*. Presented at the 2005 Annual International Division for Early Childhood Conference, Portland, OR.

Corso, R. (Sept., 2005). Children Connect Us: Working with Families to Promote Children's Social Emotional Development...and Preventing Challenging Behavior. Invited Keynote Wisconsin AEYC Annual Conference, Madison, WI.

Maude, S., & Corso, R. (June, 2005). Writing Outcomes for the Evaluation of Personnel Preparation or Program Impact. Conference session presented at the 2005 NAEYC National Training Institute, Miami, FL.

Maude, S., Corso, R., & Sherman-Prochl, L. (2004). Statewide Early Literacy Effort: An Example of How to Build Capacity and Sustainability Across the Early Childhood Education and Care Communities. Poster session presented at the 2004 American Evaluation Association Conference, Atlanta, GA.

Maude, S., & Corso, R. (2004). Writing outcomes for evaluating program impact. Invited preconference workshop presented at the 2004 Annual International Division for Early Childhood Conference, Chicago, IL.

Reising, P., Maude, S., Corso, R., Leff, J., Shelby, D., & Slattery, K. (2004). STARNET: The next generation. Poster session presented at the 2004 Annual International Division for Early Childhood Conference, Chicago, IL.

Corso, R.M., & Maude, S. (July, 2004). Developing an Outcomes Evaluation of Your Personnel Preparation Program. Invited workshop presented at the Illinois Faculty Institute, Oakbrook, IL.

OTHER PROGRAM EVALUATION EXPERIENCES:

Crosswalks: Outreach to infuse diversity in pre-service education. (2005 – Present)
Illinois Early Intervention Training Program (June 2007 – June 2008)
NAEYC Professional Development Division (December 2004 – 2006)
Illinois State Board of Education Training & Technical Assistance Div. (Sept 2002- Present)
Illinois Head Start Association – CATCH Grant (July 2005 – Jan. 2006)
Southern Oregon ESD (July 2004 – July 2005)
Iowa Every Child Reads Project Evaluation (June 2001 – December 2003)
Fulton County Schools Evaluation (June 2001 – June 2003)
Navajo Tri-State Evaluation of Effective Early Intervention Service (Aug. 2001)
Head Start Region V GLDSQIC Program Evaluation (March 1998 – August 2000)
Navajo Nation Growing In Beauty Program Evaluation (Feb. 1998 – Aug. 1998)

NATIONAL/STATE/COMMUNITY COMMITTEES

2005-Present	Division for Early Childhood Executive Board, Treasurer
2000-2005	Illinois Division of Early Childhood, Treasurer
1999-2000	Council for Exceptional Children Chapter #51, Treasurer
1998-1999	Council for Exceptional Children Chapter #51 - President
1997-1998	Illinois Council for Exceptional Children
1996-1997	New Mexico Northwest Regional Interagency Coordinating Council

MEMBERSHIPS AND ASSOCIATIONS

American Evaluation Association
Council for Exceptional Children - Division for Early Childhood
National Association for the Education of Young Children

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rob Corso	Executive Director	\$130,000	0	0
Joan Izen	Project Director	\$124,500	35%	\$43,160
Hillary Pincoske	Project Coordinator	\$58,344	33%	\$19,448

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Lori A. Sabbinette
Commissioner

Karen E. Hebert
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 2, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a contract with the Pyramid Model Consortium (VC#274159-B001), Missoula, MT, in the amount of \$450,000 for Professional Development Services for Inclusive Practices and Social Emotional Development in Early Childhood Care and Education, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	42117810	\$225,000
2024	102-500731	Contracts for Prog Svc	42117810	\$225,000
			Total	\$450,000

EXPLANATION

The purpose of this request is to provide statewide professional development services to ensure the successful inclusion of young children ages six (6) weeks through five (5) years with special needs and to promote social emotional development for all young children in child care and/or other early childhood settings utilizing the evidence-based Pyramid Model framework.

The Contractor will provide child care and early childhood education professionals with the skills, knowledge and tools to address each child's specific strengths and needs via specialized professional development activities, which may include, but are not limited to, coaching, training, technical assistance and consultation. Professional development activities enable teachers and directors to learn easily-implemented adaptations to the environment,

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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schedule, curriculum and other areas that meet the needs of individual children while enriching the program experience for all children. The primary goals of this project are to:

- 1) Promote the successful inclusion of children with social/emotional or behavioral challenges in early childhood care and education programs, and preventing their expulsion and suspension from programs due to challenging behavior;
- 2) Promote the retention of early childhood care and education teachers by enhancing their capacity to address challenging behavior and thus, reducing teacher frustration and turnover; and
- 3) Assist the Department of Health and Human Services and the Department of Education to build state and local infrastructure and coordination such that all early child care and education programs have access to the professional development opportunities and resources that support children's social emotional development to succeed in school and beyond.

Approximately 600 teachers in 170 programs will be served with these time-intensive trainings and year-long coaching activities during State Fiscal Years 2023 and 2024.

With a reported increase in children's trauma and challenging behavior due to the COVID-19 pandemic, professional development activities as outlined in these contracted services are essential to ensure that teachers are prepared to address children's particular needs to achieve success within their current programs as well as in school and later life. Child care programs will experience greater success in retaining teachers and other child care professionals who receive this professional development and training.

The Department will monitor services by:

- Reviewing financial supporting documentation for invoices on a biannual basis;
- Reviewing quarterly and annual reports to determine the extent to which the Contractor is progressing as expected toward the achievement of desired results for teachers/staff, programs and children; and
- Conducting meetings with the Contractor.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from February 10, 2022 through March 29, 2022. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A Revisions to Standard Agreement Provisions, Section 1.2. of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, child care professionals and early childhood educators will not receive the professional development opportunities to assist with increasing inclusion of children with special needs and decreasing expulsion of children with unmet behavioral needs, and these children will be at risk of further declining behavior and challenges. Additionally, without providing adequate resources to child care and early childhood education professionals, the Department could experience federal sanctions that result in a reduction of federal funds that support the Child Care Scholarship Program. Reduction in the Child Care Scholarship Program would create financial hardships for a number of families that depend on subsidized child care and may prevent some early childhood care and education

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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programs that utilize and depend upon the Child Care Scholarship Program from remaining in operation.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number 93.575, FAIN #2101NHCCDF & #2201NHCCDF

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # **RFA-2023-DEHS-03-PROFE**
 Project Title **Professional Development**

	Maximum Points Available	Pyramid	WestEd						
Technical									
Experience - Q1	15	14	10						
Experience - Q2	15	15	12						
Experience - Q3	15	15	13						
Experience - Q4	10	7	4						
Experience - Q5	5	5	4						
Ability - Q6	15	14	9						
Ability - Q7	15	15	10						
Knowledge - Q8	5	5	3						
Knowledge - Q9	5	5	2						
		0	0						
		0	0						
		0	0						
TOTAL POINTS	100	95	67						

Reviewer Name

1 **Debra Nelson**

2 **Andrea Foster**

3 **Mike Bradley**

Title

Bureau Chief - Child Development and Head Start Collaboration

Professional Development Specialist - Bureau of Child Development and Head Start Collaboration

Financial Manager - Bureaus of Housing Supports, Child Support, and Child Development & Head Start Collaboration

Subject: Professional Development Services for Inclusive Practices and Social Emotional Development in Early Childhood Care and Education (RFA-2023-DEHS-03-PROFE-01)


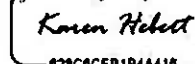
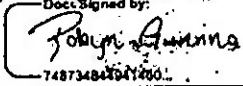
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Pyramid Model Consortium		1.4 Contractor Address 400 W. Broadway Street, Suite 101-507 Missoula, MT 59802	
1.5 Contractor Phone Number (217) 390-0403	1.6 Account Number 05-95-42-421110-29780000	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$450,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number. (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 4/28/2022		1.12 Name and Title of Contractor Signatory Rob Corso Executive director	
1.13 State Agency Signature DocuSigned by:  Date: 5/2/2022		1.14 Name and Title of State Agency Signatory Karen Hebert Division Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/3/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS:** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Professional Development Services for Inclusive Practices and Social Emotional
Development in Early Childhood Care and Education
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor and Executive Council approval or July 1, 2022 ("Effective Date"), whichever is later.

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Professional Development Services for Inclusive Practices and Social Emotional
Development in Early Childhood Care and Education
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide professional development services to child care and early childhood education professionals to increase inclusive practices and social emotional development in early childhood care and education settings.
- 1.2. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.
- 1.3. The Contractor shall provide a statewide program, utilizing the evidence-based Pyramid Model, to support the inclusion of young children with special needs and challenging behaviors in child care and/or other early childhood programs serving children six (6) weeks through five (5) years of age.
- 1.4. The Contractor shall ensure services include, but are not limited to:
 - 1.4.1. Providing on-site, online and telephone consultations.
 - 1.4.2. Providing needs-assessments.
 - 1.4.3. Providing coaching and/or trainings to child care programs and providers; and,
 - 1.4.4. Conducting group trainings for child care and/or other early childhood program teachers and directors.
- 1.5. The Contractor shall improve knowledge and skills of child care and/or other early childhood program providers by providing professional development activities that include, but are not limited to:
 - 1.5.1. Telephone, on-line, and/or on-site activities.
 - 1.5.2. Professional development activities that are specific to the providers' needs, evidence-based, and consistent with Adult Learning Theory.
 - 1.5.3. Referrals to professional development opportunities to advance credentials, knowledge and skills, including the early childhood tuition assistance, Teacher Education and Compensation Helps (T.E.A.C.H.), and the Department of Labor early childhood apprenticeship program.
 - 1.5.4. Professional development activities that focus on the prevention of expulsion and suspension of young children in child care and/or other early childhood programs.
- 1.6. The Contractor shall ensure all materials and professional development activities for child care program providers meet the child care licensing requirements regarding preventing expulsion and suspension from child care programs.

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EXHIBIT B**

- 1.7. The Contractor shall ensure that professional development activities address the individual needs of each child and utilize developmentally appropriate and evidence-based practices.
- 1.8. The Contractor shall facilitate and participate in statewide committees that promote and increase awareness of services, as applicable, including but not limited to:
 - 1.8.1. Pyramid Model State Leadership Team.
 - 1.8.2. Granite Steps for Quality Advisory Committee (NH's Quality Recognition and Improvement System—QRIS).
- 1.9. The Contractor shall provide, at minimum, a 0.5 Full Time Equivalent (FTE) professional for Pyramid Model Statewide coordination, to work in collaboration with the Department and the Department of Education Bureau of Student Wellness and Nutrition, Office of Social and Emotional Wellness.
- 1.10. The Contractor shall provide, or assist with, access to Pyramid Model Tier 3: Intensive (Tertiary) Intervention Practice-Based Coaching to any program serving New Hampshire resident children with significant challenging behaviors.
- 1.11. The Contractor shall ensure professionals providing coaching to child care and/or other early childhood programs on Pyramid Model implementation obtain and maintain the Department's Professional Development Specialist Practice-Based Coaching Endorsement within six (6) months of beginning work in the contract resulting from this RFA.
- 1.12. The Contractor shall actively collaborate with the Department and the Department of Education (DOE) to continue development and integration of the Pyramid Model State infrastructure. The Contractor shall ensure the active collaboration and integration includes, but is not limited to:
 - 1.12.1. New Hampshire's Pyramid Model State Leadership Team.
 - 1.12.2. DOE iSocial project.
 - 1.12.3. DOE multi-tiered system of support initiative for public schools.
- 1.13. The Contractor shall ensure professionals providing contracted services to child care programs have the Department's Early Childhood Master Professional Credential, or a subsequent revised credential, with the Program Consultant, Allied Professional, or Practice Based Coaching Endorsement.
- 1.14. The Contractor shall ensure all professionals providing services in the resulting contract receive a background check in accordance with New Hampshire State Law RSA 170-E:7, State Registry and Criminal Records Check.
- 1.15. The Contractor shall ensure all professionals providing services have adequate

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**New Hampshire Department of Health and Human Services
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- working knowledge of child care and/or other early childhood programs to ensure recommendations and plans developed during professional development activities are:
- 1.15.1. Successful in the classroom and program; and
 - 1.15.2. In compliance with all applicable federal and state laws, rules funding requirements and programs, including but not limited to:
 - 1.15.2.1. Child Care and Development Block Grant.
 - 1.15.2.2. Head Start.
 - 1.15.2.3. Child Care Licensing.
 - 1.16. The Contractor shall ensure the professionals providing contracted services to programs have participated in Trauma-Informed Early Childhood Services training.
 - 1.17. The Contractor shall communicate with the child care and/or other early childhood providers to evaluate the effectiveness of the Pyramid Model in supporting children's social emotional development through professional development activities utilizing Pyramid Model protocols.
 - 1.18. The Contractor shall contact the child care and/or other early childhood providers no later than ninety (90) days after of completion of services to assess the need for any additional follow-up activities.
 - 1.19. The Contractor shall provide services to all child care and/or other early childhood programs serving New Hampshire resident children that contact the Contractor and meet the Department's eligibility criteria for services.
 - 1.20. The Contractor shall ensure telephone and/or on-site consultations include the child's family, child care directors, and teachers, as appropriate.
 - 1.21. The Contractor shall ensure the consultations align with the supports currently provided to the child.
 - 1.22. The Contractor shall ensure services are in compliance with the Department's Policy for Prevention of Expulsion and Suspension.
 - 1.23. The Contractor shall engage child care and/or other early childhood program directors, child care teachers and community partners to increase the knowledge and skills required to teach children with special needs and challenging behaviors.
 - 1.24. The Contractor shall ensure professionals and volunteers demonstrate cultural competence with program teachers and directors, young children, their families, and community partners.
 - 1.25. The Contractor shall ensure professional development activities are provided equitably to New Hampshire resident children.

**New Hampshire Department of Health and Human Services
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EXHIBIT B**

- 1.26. The Contractor shall promote collaboration, information sharing, and support specific to inclusive child care among early childhood leaders, statewide.
- 1.27. The Contractor shall purchase and/or maintain membership with the Department-designated data system vendor, if applicable.
- 1.28. The Contractor shall utilize the Department's designated data systems to record the professional development activities provided to child care and/or other early childhood program providers.
- 1.29. The Contractor shall promote the awareness of the geographic locations served, modalities utilized, and professional development activities available to child care and/or other early childhood programs via communications, including but not limited to:
 - 1.29.1. Written.
 - 1.29.2. Electronic.
 - 1.29.3. Social media.
- 1.30. The Contractor shall ensure that activities and communication materials, as well as the frequency of their utilization, are reviewed and approved by the Department.
- 1.31. The Contractor shall ensure all licensed and license-exempt child care programs enrolled as a New Hampshire Child Care and Development Fund provider receive information regarding services.
- 1.32. The Contractor shall collaborate with statewide programs and organizations, including the Division for Children, Youth and Families, to ensure information regarding services is available to child care and/or other early childhood program providers.
- 1.33. The Contractor shall collaborate with the Department's stakeholders to promote each other's services to increase awareness of contracted services.
- 1.34. The Contractor shall meet with the Department on a monthly basis, or as otherwise requested, by phone, in-person, or online, to discuss progress, lessons learned, challenges encountered and the need to modify the Scope of Services, if any, in response to environmental conditions.
- 1.35. The Contractor shall allow periodic reviews of the systems of governance, administration, and program and/or financial management in order to ensure systems are adequate to provide the contracted services. The Contractor agrees that reviews to measure compliance may include but are not limited to:
 - 1.35.1. Financial reports.
 - 1.35.2. Allocation of staff time and efforts in the resulting contract.
 - 1.35.3. Professional development activity logs and reports.

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4/28/2022

**New Hampshire Department of Health and Human Services
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EXHIBIT B**

- 1.36. The Contractor shall provide a corrective action plan, within a sixty (60) day period, per Department discretion, if services are found to not be in compliance.
- 1.37. The Contractor shall submit a performance review report to the Department at the end of each state fiscal year. The Contractor shall ensure the report is submitted no later than the 15th of the month following the end of each state fiscal year.
- 1.38. The Contractor shall maintain detailed supporting documentation for all reports, which are available to the Department for review upon request, and retain detailed supporting documentation for all reports for up to seven (7) years after the contract completion date.
- 1.39. The Contractor shall participate in meetings with the Department on a semi-annual basis, or as otherwise requested by the Department.
- 1.40. The Contractor shall facilitate reviews of files conducted by the Department on a semi-annual basis, or as otherwise requested by the Department.
- 1.41. Reporting
 - 1.41.1. The Contractor shall provide quarterly reports to the Department within ten (10) days following the close of each reporting period that include, but are not limited to:
 - 1.41.1.1. The number of children with special needs and challenging behaviors enrolled in child care and/or other early childhood programs whose teachers and directors receive professional development services and subsequently participate in all aspects of early learning and development as appropriate.
 - 1.41.1.2. Aggregated professional development specialists' and/or teachers' observations and reports.
 - 1.41.1.3. Aggregated results of family surveys, if applicable.
 - 1.41.1.4. The quarterly increase in the number of child care and/or other early childhood programs demonstrating the capacity to implement evidence-based inclusive and/or Pyramid Model framework practices following participation in professional development services.
 - 1.41.2. The Contractor shall provide professional development activities data, to be collected through the Department's designated data system, which will serve to satisfy Federal Reporting Requirements regarding inclusion, including but not limited to:
 - 1.41.2.1. Evidence of progress and results of Pyramid Model statewide coordination.

**New Hampshire Department of Health and Human Services
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EXHIBIT B**

- 1.41.2.2. Results of the Pyramid Model statewide infrastructure development progress, including but not limited to:
 - 1.41.2.2.1. Data collection and application to improve practices.
 - 1.41.2.2.2. Professional development system.
 - 1.41.2.2.3. Communication and/or public awareness and outreach.
 - 1.41.2.2.4. Implementation sites and, in collaboration with the Department and DOE, funding and/or sustainability plan, as appropriate.
- 1.41.2.3. The Contractor's data, which may include, but is not limited to:
 - 1.41.2.3.1. Meeting records.
 - 1.41.2.3.2. Social media.
 - 1.41.2.3.3. Reports and/or infographics.
 - 1.41.2.3.4. Data summaries.
 - 1.41.2.3.5. Analysis.
- 1.41.3. The Contractor shall provide monthly quantitative data on forms provided by the Department, which are due the 15th of the month following the end of each month. The Contractor shall ensure reports are submitted electronically to the Department.
- 1.41.4. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.42. Performance Measures
 - 1.42.1. The Contractor shall meet or exceed performance measures that include, but are not limited to:
 - 1.42.1.1. In programs participating in professional development activities on inclusive child care and/or other early childhood programs:
 - 1.42.1.1.1. 5% increase in the percentage of children with special needs and/or challenging behavior who continue receiving services in their current programs when the program is deemed the most appropriate environment for these children.

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- 1.42.1.1.2. 80% of providers demonstrate or self-report an increase in skills, knowledge and/or capacity to implement evidence-based inclusive practices.
- 1.42.1.2. In programs participating in professional development activities on evidence-based Pyramid Model framework practices:
 - 1.42.1.2.1. 80% of providers demonstrate or self-report an increase in skills, knowledge and/or capacity to implement the target practices.
 - 1.42.1.2.2. 2% reduction in the percentage of providers who reportedly leave their position due to children's challenging behavior within programs that received contracted services.
 - 1.42.1.2.3. 2% increase in the number of programs receiving professional development services on Pyramid Model framework practices that demonstrate the capacity to serve children with extremely challenging behavior who receive Tier 3 (Tertiary) Intervention practices.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**New Hampshire Department of Health and Human Services
Professional Development Services for Inclusive Practices and Social Emotional
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EXHIBIT B**

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or 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 Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the

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**New Hampshire Department of Health and Human Services
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EXHIBIT B**

Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. 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 Agreement 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.

3.5. Eligibility Determinations

- 3.5.1. 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.
- 3.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3.5.3. 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.
- 3.5.4. 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.

**New Hampshire Department of Health and Human Services
Professional Development Services for Inclusive Practices and Social Emotional
Development in Early Childhood Care and Education
EXHIBIT B**

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
- 4.1.1. Books, records, documents and other electronic or physical 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.
 - 4.1.2. All records must 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.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 4.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

**New Hampshire Department of Health and Human Services
Professional Development Services for Inclusive Practices and Social Emotional
Development in Early Childhood Care and Education**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal Funds, from the Child Care Development Fund Program, as awarded on October 16, 2020, by the US Department of Health and Human Services, Administration for Children & Families, Child Care Development Block Grant, CFDA #93.575, FAIN #2101NHCCDF and as awarded on November 11, 2021, by the US Department of Health and Human Services, Administration for Children & Families, Child Care Development Block Grant, CFDA #93.575, FAIN #2201NHCCDF
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget Sheet through Exhibit C-2, Budget Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.bcdhsinvoices@dhhs.nh.gov or mailed to:

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

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EXHIBIT C

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

**New Hampshire Department of Health and Human Services
Professional Development Services for Inclusive Practices and Social Emotional
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EXHIBIT C

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- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. 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.

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>The Pyramid Model Consortium</u> Budget Request for: <u>Professional Development Services</u> Budget Period <u>July 1, 2022 - June 30, 2023 (SFY23)</u> Indirect Cost Rate (if applicable) <u>8.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$120,400
2. Fringe Benefits	\$0
3. Consultants	\$78,965
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1,718
6. Travel	\$4,000
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Subscriptions for video conferencing access</i>	\$450
<i>Reimbursements for cost of background checks</i>	\$300
<i>Registration and travel for 2 project staff to attend National Tr</i>	\$2,500
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$208,333
Total Indirect Costs	\$16,667
TOTAL	\$225,000


BT-1.0

Exhibit C-2 Budget Sheet

RFA-2023-DEHS-03-PROFE-01

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>The Pyramid Model Consortium</u> Budget Request for: <u>Professional Development Services</u> Budget Period <u>July 1, 2023 - June 30, 2024 (SFY24)</u> Indirect Cost Rate (if applicable) <u>8.00%</u>	
Line Item:	Program Cost - Funded by DHHS
1. Salary & Wages	\$120,400
2. Fringe Benefits	\$0
3. Consultants	\$78,965
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1,718
6. Travel	\$4,000
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Reimbursement for cost of background checks now consultant</i>	\$300
<i>Annual subscriptions for video conferencing access (3)</i>	\$450
<i>Registration and travel costs associated with 2 project staff at</i>	\$2,500
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$208,333
Total Indirect Costs	\$16,667
TOTAL	\$225,000

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 Contractor Initials
 Date 5/4/2022

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name:

4/28/2022

Date

DocuSigned by:

Rob Corso

Name: Rob Corso

Title: Executive director

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Vendor Name:

4/28/2022

Date

DocuSigned by:

Rob Corso

Name: Rob Corso

Title: Executive director



New Hampshire Department of Health and Human Services
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.
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

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New Hampshire Department of Health and Human Services
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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

4/28/2022

Date

DocuSigned by:
Rob Corso
Name: ROB CORSO
Title: Executive director

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Exhibit G



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

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

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

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

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

Exhibit G

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

4/28/2022

Date

DocuSigned by:

Rob Corso

Name: Rob Corso

Title: Executive director

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit 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 Name:

4/28/2022

Date

DocuSigned by:
Rob Corso
Name: Rob Corso
Title: Executive director



New Hampshire Department of Health and Human Services

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 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.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 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 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Contractor Initials

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Date 4/28/2022



New Hampshire Department of Health and Human Services

Exhibit I

- I. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- 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, unreadable, 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) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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

3/2014

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Date 4/28/2022



New Hampshire Department of Health and Human Services

Exhibit I

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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. 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.
- e. 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 (I). 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



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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



New Hampshire Department of Health and Human Services

Exhibit I

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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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.

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Contractor Initials

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Date 4/28/2022



New Hampshire Department of Health and Human Services

Exhibit I

- 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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State by:

Karen Hebert

Signature of Authorized Representative

Karen Hebert

Name of Authorized Representative
Division Director

Title of Authorized Representative

5/2/2022

Date

Pyramid Model Consortium

Name of the Contractor:

Rob Corso

Signature of Authorized Representative

Rob Corso

Name of Authorized Representative

Executive director

Title of Authorized Representative

4/28/2022

Date



New Hampshire Department of Health and Human Services
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:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. 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.

Contractor Name:

4/28/2022

Date

DocuSigned by:

 Name: ROB CORSO
 Title: Executive director

Contractor Initials 
 Date 4/28/2022



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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: 013129615
- 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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

- 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

Contractor Initials [Signature]

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which Information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of Information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this Information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract:

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI:

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable Information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20:

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov