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

Lori A. Weaver  
Interim Commissioner

Karen E. Hebert  
Director

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June 13, 2023

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 Stability, to enter into a contract with Public Consulting Group LLC (VC# 161843), Boston, MA, in the amount of \$1,644,077, to provide and implement a statewide Child Care Workforce Recruiting and Retention Plan aimed at increasing the number of new child care workers and retaining existing child care workers in the child care workforce, with the option to renew for up to two (2) additional years, effective July 1, 2023 or upon Governor and Council approval, whichever is later, through September 30, 2024. 100% Federal Funds.

Funds are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

**05-095-042-421110-24290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, ARPA CHILD CARE CCDF**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Prog Svc	42117773	\$1,124,124
2025	102-500731	Contracts for Prog Svc	42117773	\$519,953
			<b>Total</b>	<b>\$1,644,077</b>

**EXPLANATION**

The purpose of this request is to focus on recruitment and retention within the child care workforce in New Hampshire by providing a study and pilot programs for effective strategies that attract, retain and increase the quality of the early childhood and out-of-school time workforce; provide a variety of self-help/wellness/mental health supports for staff; provide multiple professional development opportunities through scholarships, training programs, internships and apprenticeships; and fund an effective multi-tiered child care workforce marketing program.

Child care is an essential support for parents' and guardians' full participation in the economy, education, and training, and for children's growth and development. However, programs are challenged to staff child care locations; to meet the licensing requirements; and

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parental and guardian demand to supply and access. Statewide child care and Head Start programs are reporting difficulties with recruiting and retaining staff, as child care workers are reportedly choosing to move to higher-paying and more flexible jobs in other sectors.

While child care is considered a "low barrier entry" employment opportunity and offers a multitude of avenues for professional growth and career development, it is often overlooked as a viable option for high school and college graduates, career changers and retirees. This contract provides essential services, critical data, and active outreach in making a significant course correction to make the child care industry attractive, competitive and a rewarding career option.

Approximately 3,500 individuals will be served during State Fiscal Years 2024 and 2025.

The population to be served through this contract is currently employed child care and Head Start in center-based licensed programs and license-exempt facilities serving children in early childhood and out-of-school time programs across the state of New Hampshire as well as individuals interested in a career in child care. This contract will include:

- A Workforce Recruitment and Retention Best Practices Pilot. The Pilot will fund a minimum of ten (10) staff recruitment and retention strategies and methodologies in child care and Head Start programs.
- A statewide Workforce Recruitment and Retention Best Practices Survey, as defined by the Department, to include documenting effective child care workforce recruiting and retention practices in New Hampshire.
- A minimum of ten (10) statewide Focus Groups (seven (7) virtual; three (3) live) on workforce recruiting and retention.
- A statewide Workforce Recruitment and Retention Best Practices Study, as defined by the Department, based on data and outcomes from the Survey and the Focus Groups; and data from the Department's "State of New Hampshire Child Care Workforce Annual Study" and other relevant information resources as identified by the Department.
- A research-based comprehensive list of proven and free or affordable self-care and wellness and mental health supports for child care providers.
- A series of professional development opportunities, including "a high school to child care career training program."

The Department will monitor services by:

- Evaluating the participation and responses of child care providers in the statewide survey.
- Measuring effectiveness and sustainability of pilot programs.
- Tracking the anticipated increase in child care providers in the workforce statewide; and the anticipated decrease in the recidivism rate in child care provider workforce statewide.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 15, 2023 through April 21, 2023. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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and the Honorable Council  
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Upon selecting the vendor based on the highest combined technical and cost score, the Department determined the need for additional outreach activities and subsequently negotiated with the vendor to include in their scope incentives for child care professionals to complete the survey. The agreement price limitation is therefore higher than the vendor's proposed cost due to the inclusion of these additional activities, but still represents a significantly lower cost and greater value to the State than all other proposed vendor costs.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2., of the attached agreement, the parties have the option to extend the agreement for up to two (2) 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, the State will be limited in its ability to address child care shortages statewide, which negatively impact employees in need of child care and the state's workforce and economy.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number # 93.575; FAIN # 2101NHCDC6.

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

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

**Project ID #** RFP-2023-DES-07-CHILD-01

**Project Title** Child Care Workforce Recruiting, Retention and Effective Strategies Project

	Maximum Points Available	Boys & Girls Clubs of Central New Hampshire	Wonderschool, Inc.	The CAYL Institute	Willow Tree Early Education Team, LLC	Public Consulting Group, LLC
<b>Technical</b>						
Experience (Q1)	50	45	32	47	25	47
Demographic Diversity and Needs (Q2)	40	36	25	37	27	38
Capacity (Q3)	30	25	17	27	20	29
<b>Subtotal - Technical</b>	<b>120</b>	<b>106</b>	<b>74</b>	<b>111</b>	<b>72</b>	<b>114</b>
<b>Cost</b>						
Budget Sheet (Appendix E)	30	24	23	30	8	30
Program Staff List (Appendix F)	15	11	9	15	8	15
<b>Subtotal - Cost</b>	<b>45</b>	<b>35</b>	<b>32</b>	<b>45</b>	<b>16</b>	<b>45</b>
<b>TOTAL POINTS</b>	<b>165</b>	<b>141</b>	<b>106</b>	<b>156</b>	<b>88</b>	<b>159</b>
<b>TOTAL PROPOSED VENDOR COST</b>		<b>\$2,450,000</b>	<b>\$2,855,476</b>	<b>\$2,449,996</b>	<b>\$2,450,000</b>	<b>\$1,344,077</b>

<b>Reviewer Name</b>
1 Dianne Chase
2 Sarah Nelson
3 Tara Pinto
4 Michael Bradely

<b>Title</b>
Assistant Bureau Chief, Bureau of Child Development and Head Start Collaboration
Program Specialist I - Provider Relations for the NH Child Care Scholarship Program
Program Specialist II
Financial Manager

**Subject: RFP-2023-DES-07-CHILD-01 / Child Care Workforce Recruiting, Retention and Effective Strategies Project**

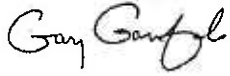
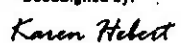
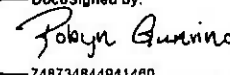
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Public Consulting Group LLC		1.4 Contractor Address 148 State Street, 10th Fl, Boston, MA 02109	
1.5 Contractor Phone Number  857-702-8971	1.6 Account Number  05-095-042-421110-24290000	1.7 Completion Date  9/30/2024	1.8 Price Limitation  \$1,644,077
1.9 Contracting Officer for State Agency  Robert W. Moore, Director		1.10 State Agency Telephone Number  (603) 271-9631	
1.11 Contractor Signature  Date: 06/13/2023		1.12 Name and Title of Contractor Signatory  Gary Garofalo, Chief Operating Officer	
1.13 State Agency Signature DocuSigned by:  Date: 6/13/2023		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) DocuSigned by: By:  Attorney On: 6/14/2023			
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 omission 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  
Child Care Workforce Recruiting, Retention and Effective Strategies Project**

**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, 2023, 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 to two (2) 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  
Child Care Workforce Recruiting, Retention and Effective Strategies Project**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must provide and implement a statewide Child Care Workforce Recruiting, Retention and Effective Strategies Project, aimed at increasing the number of new child care workers and retaining existing child care workers in the child care workforce.
- 1.2. For the purpose of this Agreement, licensed and license-exempt child care providers means:
  - 1.2.1. A licensed center-based and home based child care program as defined by New Hampshire Administrative Rule He-C 4002, Child Care Licensing Rules, that serves children in any age group from six (6) weeks through twelve (12) years of age; or
  - 1.2.2. Are license-exempt facilities and home based child care programs in accordance with New Hampshire Revised Statutes Annotated (RSA) 170-E:3, I (a), (c), (f), (g), and (h).
- 1.3. The Contractor must ensure services are available statewide.
- 1.4. For the purposes of this Agreement, all references to days mean business days, excluding state and federal holidays; and business hours mean Monday through Friday from 8:00 AM to 5:00 PM.
- 1.5. The Contractor must provide a work plan with a time-line within forty-five (45) days from Governor and Executive Council approval.

**Child Care Workforce Recruiting and Retention Plan**

- 1.6. The Contractor must provide and implement a Statewide Child Care Workforce Recruiting and Retention Plan. The plan and implementation must include but is not limited to:
  - 1.6.1. A Workforce Recruitment and Retention Best Practices Pilot, as defined by the Department. The Pilot must fund ten (10) staff recruitment and retention strategies and methodologies in child care and Head Start programs.
  - 1.6.2. A statewide Workforce Recruitment and Retention Best Practices Survey, as defined by the Department, to include documenting effective and ineffective child care workforce recruiting and retention practices in New Hampshire.
  - 1.6.3. A minimum of seven (7) statewide Focus Groups (three (3) virtual; four (4) in-person) on workforce recruiting and retention. The Contractor is not required to provide more than seven (7).

**New Hampshire Department of Health and Human Services  
Child Care Workforce Recruiting, Retention and Effective Strategies Project**

**EXHIBIT B**

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- 1.6.4. A statewide Workforce Recruitment and Retention Best Practices Study, as defined by the Department, based on data and outcomes from the Survey and the Focus Groups, data from the Department's "State of New Hampshire Child Care Workforce Annual Study," and other relevant information resources, as identified by the Department.
- 1.6.5. Consider and developing a plan in accordance with the socio-economic and cultural variations across the state designed to individualize the plan and implementation to meet the varying child care workforce needs statewide, specifically by region, in accordance with regions as identified below.
  - 1.6.5.1. Region 1 – (Greater Monadnock, Greater Sullivan & Upper County): Monadnock United Way.
  - 1.6.5.2. Region 2 – (Capital Area): Granite United Way (for the Capital region).
  - 1.6.5.3. Region 3 – (Greater Nashua): United Way of Greater Nashua.
  - 1.6.5.4. Region 4 – (Greater Derry & Manchester): Amoskeag Health.
  - 1.6.5.5. Region 5 – (Central NH, Lakes): Granite United Way (for Central NH/Lakes region).
  - 1.6.5.6. Region 6 – (Strafford County & Seacoast): Granite United Way/United Way of the Greater Seacoast.
  - 1.6.5.7. Region 7 – (North Country & Carroll County): Children Unlimited.
- 1.7. The Contractor must ensure materials and content are modern, representative, respectful, and that wording, terminology and reading level used are appropriate for the audience.

**Best Practices Pilot Program**

- 1.8. The Contractor must, in coordination with the Department and local stakeholders, lead the development, implementation and subsequent evaluation of five (5), Best Practices Pilot Programs to be identified by the Contractor and the Department by October 1, 2023, and fully implemented, executed and evaluated by June 30, 2024. Pilots must be:
  - 1.8.1. Small scale.
  - 1.8.2. Locally, regionally and grassroots focused.
  - 1.8.3. Evaluated for sustainability and replication.

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- 1.8.4. Utilizing existing resources currently available in New Hampshire whenever possible and as applicable and practical.

**Child Care Workforce Survey**

- 1.9. The Contractor must work with their own subject matter experts and evaluation team to design, propose, implement and conduct a Department-approved Child Care Workforce Survey, which will document child care workforce recruiting, and retention practices in New Hampshire.
- 1.10. The Contractor must ensure the design of the survey is informed by the results of prior surveys and data collection previously conducted by the Department.
- 1.11. The Contractor must work in partnership with the Department to determine the languages the survey should be translated into, as well as, the delivery modalities.
- 1.12. The Contractor must provide a Department approved plan for incentivizing each survey participant with professional development hours and a gift card incentive.
- 1.13. The Contractor must distribute the Child Care Workforce Survey using multiple methods including but not limited to:
- 1.13.1. E-mail.
  - 1.13.2. On [www.nh-connections.org](http://www.nh-connections.org).
  - 1.13.3. On Facebook and other Department approved social media accounts.
  - 1.13.4. As a QR code on mailer post-cards.
  - 1.13.5. On community partner websites.
  - 1.13.6. Through phone-bank collection methods.
  - 1.13.7. In a paper version at local early childhood and out-of-school time programs.
  - 1.13.8. Local events.
- 1.14. The Contractor must ensure, when actively distributing the Child Care Workforce Survey, to work closely with the Department to track response rates and demographics and ensure there is a racially, ethnically, linguistically and diverse set of responses that are of statistical significance and reflect meaningful engagement and participation across the diverse geographic area.

**Focus Groups**

- 1.15. The Contractor must design and implement seven focus groups (7),

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including three (3) in-person statewide Focus Groups.

- 1.16. Contractor must ensure Focus Groups are available virtually and in-person statewide; specifically by region, in accordance with regions as identified in Subsection 1.6.5.
- 1.17. The Contractor must provide focus group facilitation and materials in languages other than English, and translate material into other languages as identified by the Contractor and the Department, to ensure and promote equitable engagement and participation.
- 1.18. The Contractor must work with the Department to gather feedback on the proposed Focus Group protocol and plan and revise content, drafts and methodology as agreed up by the Contractor and the Department.

**Best Practices Study**

- 1.19. The Contractor must conduct a Best Practices Study that will provide a comprehensive analysis of the data collected, current research, and propose considerations for the Department moving forward.
- 1.20. The Contractor must ensure the Study will pull forward locally developed approaches to supporting the workforce, as well as highlight considerations such as scalability, partnership, impacts, costs, and considerations for special populations, among others.
- 1.21. The Contractor must ensure the Study will also include a point in time comparison, using data collected through the State of New Hampshire Child Care Workforce Annual Study and relevant/recent NH Workforce Registry data to provide the Department with a comprehensive understanding of the status and influences upon its established workforce Goals.
- 1.22. The Contractor must present the report of the Study at stakeholder meetings and partner groups, with the Department.
- 1.23. The Contractor must prepare an Executive Summary and slide deck of the report of the Study for use with varied audience groups.

**Self-Care Wellness Resources for Child Care Providers**

- 1.24. The Contractor must assemble a research-based comprehensive list of proven and free or affordable self-care and wellness and mental health supports for child care providers including, but not limited to:
  - 1.24.1. Mental health services.
  - 1.24.2. Online mental health supports.
  - 1.24.3. Fitness programs.
  - 1.24.4. Stress reduction.

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- 1.24.5. Goal setting activities.
- 1.24.6. Work/life balance tools.
- 1.24.7. Other resources positively impacting child care providers' wellness and mental health.
- 1.25. The Contractor must provide the Department with a comprehensive list of proven and free or affordable self-care and wellness and mental health web-based tools and links for child care providers.
- 1.26. The Contractor must provide the Department with web content to be integrated into the New Hampshire Connections website by the Department's contracted web master, for child care providers to access the resources listed above in section 1.24.
- 1.27. The Contractor must work with the Department to provide two (2) online self-care and wellness assessment tools.

**Workforce and Professional Development Opportunities**

- 1.28. The Contractor must work with the Department to provide workforce and professional development opportunities offered through e-learning course design and face-to-face, utilizing existing physical space, such as rooms at libraries, and/or work in coordination with local partners such as Child Care Aware of New Hampshire, as a component of any annual conference. Courses must be made available in multiple languages, to promote inclusion and participation across a wide range of prospective and current early childhood and out-of-school time professionals and through existing partner websites. Professional Development Opportunities include:
  - 1.28.1. Provide three (3) Introduction to Early Childhood and Out-of-School Time Careers workshops.
    - 1.28.1.1. Offering 1: August 2023.
    - 1.28.1.2. Offering 2: October 2023.
    - 1.28.1.3. Offering 4: April 2024.
  - 1.28.2. Provide two (2) How to Recruit and Retain Staff workshops.
    - 1.28.2.1. Offering 1: August 2023.
    - 1.28.2.2. Offering 2: February 2024.
  - 1.28.3. Provide three (3) Youth Worker Certificate workshops.
    - 1.28.3.1. Offering 1: November 2023.
    - 1.28.3.2. Offering 2: February 2024.
    - 1.28.3.3. Offering 3: May 2024.

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- 1.28.4. Providing funds towards the existing "High School to Child Care Workforce Training Program" as directed and determined by the Department, up to \$250,000.

**Workforce Recruiting and Retention Marketing and Outreach Activities**

- 1.29. The Contractor must collaborate with the Department's marketing efforts when providing targeted marketing and outreach to recruit potential child care workforce candidates.
- 1.30. The Contractor must, in collaboration with the Department, deploy a statewide, multi-demographic and regionally focused, child care workforce recruiting marketing program, including but not limited to focusing recruitment efforts on:
- 1.30.1. Recruiting new members of the workforce where access to child care is needed, and deserts exist, with specific attention to potential provider populations including high school students, recent mothers, refugee groups, recently transitioned military staff and second career starters, among others as agreed upon by the Department.
  - 1.30.2. Promoting representation and cultural relevancy, through the use of diverse imagery in its kits, campaigns and collateral materials; through the use of a broad dissemination approach; and through multiple languages and media platforms.
  - 1.30.3. Evaluating previous recruitment and associated workforce efforts to determine groups who may have been well represented, as well as those who may have been missing or underrepresented and to determine the effectiveness of recruiting activities and staff retention.
  - 1.30.4. Establishing connections with target audiences for the purpose of inviting them to recruiting events.
  - 1.30.5. Working closely with the Department to identify the types of recruitment activities, messages and materials that will be best suited for the target audience, including but not limited to:
    - 1.30.5.1. Television and radio advertising.
    - 1.30.5.2. Social media.
    - 1.30.5.3. Print media.
    - 1.30.5.4. Recruiting software applications.
    - 1.30.5.5. Stakeholder website listings.
    - 1.30.5.6. Live recruiting events.

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- 1.31. The Contractor must develop customizable collateral workforce recruiting materials in multiple languages, with the perspectives of numerous voices in the field, and using images, which represent the diversity of New Hampshire and its workforce. The source files must be provided to the Department for their ongoing adjustments and use.
- 1.32. The Contractor must develop, design and distribute fourteen (14) "Workforce Ready Recruiting" kits (i.e., banners, swag, key fobs and promotional and marketing materials), for use at workforce recruiting events, job fairs and hiring events.
- 1.33. The Contractor must provide a paid New Hampshire-based child care workforce industry professional to staff each of the fourteen (14) workforce recruiting events, job fairs and hiring events statewide.
- 1.34. The Contractor must ensure each marketing activity has a methodology for measuring impact and gathering target audience feedback.
- 1.35. The Contractor must develop and distribute a Department approved printed and electronic, "Recruiting and Retaining Your Child Care Workforce Guide" to child care providers statewide.
- 1.36. The Contractor must work with the Department to determine existing resources available, guide style and designs and the content to be included within this Guide.
  - 1.36.1. The proposed draft guide must be shared with the Department for initial edits and feedback on the first draft.
  - 1.36.2. A revised Department approved document will be vetted by a focus group representing the target audience to gather feedback on the draft.
  - 1.36.3. This feedback will be documented and shared with the Department for the purpose of developing a final draft.
  - 1.36.4. The final draft will be translated as needed and made Americans with Disabilities Act compliant to ensure accessibility for individuals using assistive technology.
- 1.37. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.38. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.39. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.



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**1.40. Reporting**

- 1.40.1. The Contractor must submit monthly reports to the Department to ensure the Contractor is on target to meet targeted performance measures.
- 1.40.2. The Contractor must submit monthly reports to ensure progress and effectiveness of the activities as described in the Scope of Services which include, but are not limited to:
  - 1.40.2.1. All activity related to the implementation of the Pilot, Survey, Focus Groups and the Study including, but not limited to, recruiting, funding, demographics, progress and outcomes.
  - 1.40.2.2. All activity related to the development and delivery of the self-care and wellness resources for child care providers.
  - 1.40.2.3. All activity related to the delivery of the workforce and professional development opportunities.
  - 1.40.2.4. All activity related to the development and implementation of marketing and outreach to potential child care workforce candidates.
  - 1.40.2.5. Accounting of all expenses.
  - 1.40.2.6. The number of pilot programs that have been identified and included, that represent the diverse economic and geographic makeup of New Hampshire.
  - 1.40.2.7. Updates and progress notes on the pilot and study work plans.
  - 1.40.2.8. Utilization numbers for recruitment, retention, marketing efforts, professional development and wellness offerings and participation.
  - 1.40.2.9. Marketing data on placement, events, conversions, etc.
  - 1.40.2.10. Up-to-date work plan with timeline and milestones.
- 1.40.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

**1.41. Performance Measures**

- 1.41.1. The Department will apply the following measures to assist in monitoring the Contractor's performance:

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- 1.41.1.1. A fifty percent (50%) participation rate in the Survey statewide based on NHCIS data as of contract effective date.
- 1.41.1.2. A twenty percent (20%) response rate to statewide to marketing efforts.
- 1.41.1.3. A fifteen percent (15%) increase in child care provider workforce statewide, based on NHCIS data as of contract effective date.
- 1.41.1.4. A ten percent (10%) decrease in the statewide recidivism rate in child care workforce providers, based on NHCIS data as of contract effective date.

**1.42. Background Checks**

- 1.42.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
  - 1.42.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
  - 1.42.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
  - 1.42.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

**1.43. Privacy Impact Assessment**

- 1.43.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

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- 1.43.1.1. How PII is gathered and stored;
- 1.43.1.2. Who will have access to PII;
- 1.43.1.3. How PII will be used in the system;
- 1.43.1.4. How individual consent will be achieved and revoked; and
- 1.43.1.5. Privacy practices.
- 1.43.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.44. Department Owned Devices, Systems and Network Usage
  - 1.44.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, the Contractor must:
    - 1.44.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
    - 1.44.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
    - 1.44.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
    - 1.44.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
    - 1.44.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

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- 1.44.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.44.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.44.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.44.1.9. Agree when utilizing the Department's email system:
  - 1.44.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov."
  - 1.44.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
  - 1.44.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.44.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
  - 1.44.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

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1.44.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

1.44.1.10.3. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.

1.44.1.10.4. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.44.1.10.5. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

**1.45. Contract End-of-Life Transition Services**

**1.45.1. General Requirements**

1.45.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department,

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the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

- 1.45.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.45.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 1.45.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 1.45.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.45.1.6. In the event where the Contractor has comeingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction; refer to the

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terms and conditions of Exhibit K: DHHS Information Security Requirements.

**1.45.2. Completion of Transition Services**

1.45.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.45.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

**1.45.3. Disagreement over Transition Services Results**

1.45.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

**2. Exhibits Incorporated**

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.2. The Contractor must comply with all Exhibits D through H, J and K, which are attached hereto and incorporated by reference herein.

**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.

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

3.2.1. The Contractor must 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 must 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 must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must 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 must not reproduce any materials produced under the Agreement without prior written approval from the Department.

**4. Records**

4.1. The Contractor must 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.



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- 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.
- 4.2. 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 must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Federal funds, ARP Child Care Supplemental Discretionary Funds, as awarded on April 14, 2021, by the U.S. Department of Health and Human Services, Child Care and Development Block Grant; Assistance Listing Number # 93.575, FAIN # 2101NHCDC6.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Contractor, 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 through Exhibit C-2, Budget.
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 with each invoice 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.bfcsinvoices@dhhs.nh.gov](mailto:dhhs.bfcsinvoices@dhhs.nh.gov) or mailed to:

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

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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 contract completion 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](mailto: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](mailto: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.
  - 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.

**New Hampshire Department of Health and Human Services  
Child Care Workforce Recruiting, Retention and Effective Strategies Project**

**EXHIBIT C**

---

- 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

<b>New Hampshire Department of Health and Human Services</b>	
<b>Contractor Name:</b>	Public Consulting Group LLC
<b>Budget Request for:</b>	Child Care Workforce Recruiting, Retention and Effective Strategies Project
<b>Budget Period</b>	July 1, 2023 through June 30, 2024 (SFY 24)
<b>Indirect Cost Rate (if applicable)</b>	0
<b>Line Item</b>	<b>Program Cost - Funded by DHHS</b>
1. Salary & Wages	\$545,450
2. Fringe Benefits	\$0
3. Consultants	\$52,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$9,770
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$7,527
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$47,400
8. (b) Other - Education and Training	\$6,450
8. (c) Other - Other (specify below)	\$0
Other (Pass through contracting)	\$175,000
Other (Pass through incentives)	\$280,527
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$0</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$1,124,124</b>

Contractor Initial: GG

## Exhibit C-2 Budget

RFP-2023-DES-07-CHILD-01

New Hampshire Department of Health and Human Services	
<b>Contractor Name:</b>	Public Consulting Group LLC
<b>Budget Request for:</b>	Child Care Workforce Recruiting, Retention and Effective Strategies Project
<b>Budget Period</b>	July 1, 2024 through September 30, 2024 (SFY 2025)
<b>Indirect Cost Rate (if applicable)</b>	0
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$155,520
2. Fringe Benefits	\$0
3. Consultants	\$16,750
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$2,000
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$4,438
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$9,845
8. (b) Other - Education and Training	\$6,400
8. (c) Other - Other (Pass through)	\$325,000
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$0
Total Indirect Costs	\$0
<b>TOTAL</b>	<b>\$519,953</b>

Contractor Initial: GG



New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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 subparagraph 1.1.
  - 1.4. Notifying the employee in the statement required by subparagraph 1.1 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.

Contractor Name:

06/13/2023

Date

Name: Gary Garofalo  
Title: Chief Operating Officer





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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

06/13/2023

Date

Name: Gary Garofalo  
Title: Chief Operating Officer

New Hampshire Department of Health and Human Services  
Exhibit F



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

The Vendor 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



New Hampshire Department of Health and Human Services  
Exhibit F

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.

Vendor Name:

*Gary Garofalo*

06/13/2023

Date

Name: Gary Garofalo  
Title: Chief Operating Officer



New Hampshire Department of Health and Human Services  
Exhibit G

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

The Vendor 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:

Vendor 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

Vendor Initials GG

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

06/13/2023

Date

Name: Gary Garofalo  
Title: Chief Operating Officer

Exhibit G

Vendor Initials GG

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 Vendor 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 Vendor 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.

Vendor Name:

06/13/2023

Date

Name: Gary Garofalo  
Title: Chief Operating Officer



Exhibit I

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**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY  
ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT**

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

Contractor Initials GG  
Date 06/13/2023



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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 Entity Identifier (SAM UEI; Formerly 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:

06/13/2023

Date

Name: Gary Garofalo  
Title: Chief Operating Officer





New Hampshire Department of Health and Human Services  
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 UEI (SAM.gov) number for your entity is: TPJKF9KHNL5
- 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?

X  
\_\_\_\_\_ 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: _____

# 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 PUBLIC CONSULTING GROUP LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on January 30, 1987. 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: 104752

Certificate Number: 0006229408



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of May A.D. 2023.

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

David M. Scanlan  
Secretary of State



CERTIFICATE OF SIGNATURE AUTHORITY

The undersigned Mark R. Kmetz, Assistant Secretary of Public Consulting Group LLC, a Delaware limited liability company (hereinafter "the Company"), does hereby certify that Gary Garofalo, Chief Operating Officer of the Company, is authorized to execute on behalf of the Company a contract with the State of New Hampshire for the NH Child Care Workforce Recruiting, Retention and Effective Strategies Project pursuant to authority confirmed by the Company Board of Directors at an annual meeting held in Annapolis, Maryland, on May 17, 2023, and that such authority has not subsequently been amended or modified, continues to be in full force and effect as of this date, and is meant to continue through 2023 and at least until the May 2024 annual meeting.

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate on this 7th day of June 2023.

A handwritten signature in black ink, appearing to read "Mark Kmetz", written over a horizontal line.

Mark R. Kmetz  
Assistant Secretary

148 State Street, 10<sup>th</sup> Floor, Boston, Massachusetts 02109 | (617) 426-2026 | [www.publicconsultinggroup.com](http://www.publicconsultinggroup.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/29/2023

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

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

<b>PRODUCER</b> Hays Companies, Inc. 980 Washington St., Suite 325  Dedham MA 02026	<b>CONTACT NAME:</b> Adrienne Kisonas <b>PHONE (A/C No. Ext.):</b> _____ <b>FAX (A/C, No.):</b> _____ <b>E-MAIL ADDRESS:</b> Adrienne.Kisonas@bbrown.com														
<b>INSURED</b> Public Consulting Group LLC Attn: Michael Marotta 148 State St., 10th Floor Boston MA 02109	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Allied World National Assurance Company</td> <td>10690</td> </tr> <tr> <td>INSURER D: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Company	20303	INSURER B: Federal Insurance Company	20281	INSURER C: Allied World National Assurance Company	10690	INSURER D: ACE American Insurance Company	22667	INSURER E:		INSURER F:	
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**COVERAGES** **CERTIFICATE NUMBER: 23-24 GL Auto WC UMB** **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			35855036	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
B	AUTOMOBILE LIABILITY			73540440	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			0311-2674	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71724811	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D	Professional/Cyber Liability/Technology E&O: Claims Made			D97157753	4/1/2023	4/1/2024	Each Claim/Aggregate: \$10,000,000 Retention: \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Medicare Cost Report Consultation Services Application RFA-2020-NHH-03-MCR

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services Contracts & Procurement Unit 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  James Hays/MYLANA
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