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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 9, 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 and Stability, to enter into a contract with Boys & Girls Clubs of Central New Hampshire (VC#154337), Concord, NH in the amount of \$1,250,000, to provide out-of-school time child care provider support services, with the option to renew for up to four (4) additional years, effective July 1, 2023 or upon Governor and Council approval, whichever is later, through June 30, 2025. 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.

05-95-042-421110-24290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, 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 | \$650,000 |
| 2025 | 102-500731 | Contracts for Prog Svc | 42117773 | \$600,000 |
| | | | Total | \$1,250,000 |

EXPLANATION

The purpose of this request is to provide effective and timely training and technical assistance services at no-cost to New Hampshire's out-of-school time child care providers, to increase statewide child care quality and capacity. The Contractor will provide training and technical assistance that focuses on workforce preparation and supporting quality programming and program improvement. Studies show that when children are engaged in a safe environment, before and after school, while their parents or caregivers are working, they have greater success in their development, academically and socially.

The Contractor will provide services directly to out-of-school time child care providers that are licensed as a center-based or home-based child care program as defined by New Hampshire Administrative Rule He-C 4002, Child Care Licensing Rules; serve children from four (4) years and eight (8) months through twelve (12) years of age; or are license-exempt in accordance with New Hampshire Revised Statutes Annotated (RSA) 170-E:3, 1 (a), (c), (f), (g), and (h). The Contractor will provide training and technical assistance, aligned with licensing requirements and quality programming benchmarks, in the following areas:

- Program management.
- Supervision of children in groups.
- Providing homework academic support.
- Fostering character and social skill development.
- Prevention of suspension and expulsion in out of school time programs.
- Meeting credentialing requirements.
- Improving program quality.
- Needs assessment.

In addition, the Contractor will establish a statewide out-of-school time network to promote collegiality, sharing of resources, capacity building and workforce recruitment and retention.

Approximately 325 out-of-school time child care providers will be served during State Fiscal Years 2024 and 2025.

The Department will monitor services to determine:

- The number of out-of-school time child care provider slots that increased through expansion and/or establishment efforts.
- The increase in out-of-school time child care provider meeting credentialing requirements.
- Out-of-school time workforce participation in conferences, training and technical assistance.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from May 3, 2023 through May 26, 2023. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1., Subsection 1.2., of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, out-of-school time providers will have reduced opportunities to develop their workforce and improve the quality of programming, which is critical to meeting the child care needs of the state; ensuring workers are confident their children are in a safe environment while they are at work; and ensuring that children succeed academically and socially.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.575 FAIN #2201NHCCDD and
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 # RFA-2024-DES-03-OUTOF

Project Title Out-of-School Time Provider Support Services

| | Maximum Points Available | Boys and Girls Club | ALL OUR KIDS |
|-----------------------------|--------------------------|---------------------|--------------|
| Technical | | | |
| Ability (Q1) | 50 | 50 | 20 |
| Capacity (Q2) | 45 | 43 | 17 |
| Experience (Q1) | 40 | 40 | 15 |
| Subtotal - Technical | 135 | 133 | 52 |
| TOTAL POINTS | 135 | 133 | 52 |

TOTAL PROPOSED VENDOR COST | *The is a Request for Application. No Cost*

| Reviewer Name | Title |
|---------------------|-----------------------------------|
| 1 Dianne Chase | Assistant Bureau Chief - BCDHSC |
| 2 Tara Pinto | Program Specialist II - BCDHSC |
| 3 AnnMarie Censullo | Credentialing Specialist - BCDHSC |

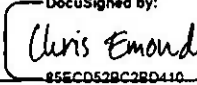
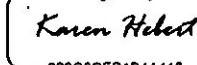
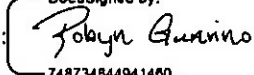
Subject: RFA-2024-DES-03-OUTOF-01 (Out-of-School Time Child Care Provider Support Services)

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 Boys & Girls Clubs of Central New Hampshire, Inc. | | 1.4 Contractor Address 55 Bradley Street, Concord, NH 03301 | |
| 1.5 Contractor Phone Number (603) 568-0923 | 1.6 Account Number 05-95-042-421110-24290000 | 1.7 Completion Date 6/30/2025 | 1.8 Price Limitation \$1,250,000 |
| 1.9 Contracting Officer for State Agency Robert W. Moore, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature DocuSigned by:  855C0528C28D410 Date: 6/8/2023 | | 1.12 Name and Title of Contractor Signatory Chris Emond ceo | |
| 1.13 State Agency Signature DocuSigned by:  #28C8CFB1B4A418 Date: 6/8/2023 | | 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: Robyn Guarino By:  748734844941460 Attorney On: 6/8/2023 | | | |
| 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 omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services
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 on July 1, 2023 or Governor and Council Approval, whichever is later ("Effective Date").

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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must deliver and implement Out-of-school time (OST) child care provider (CCP) support services to strengthen and expand OST CCP quality, capacity, and workforce; including but not limited to:
 - 1.1.1. Training and technical assistance activities.
 - 1.1.2. Capacity building activities.
 - 1.1.3. Workforce development activities.
- 1.2. The Contractor must provide OST CCP support services in this Agreement to OST CCP that:
 - 1.2.1. Are:
 - 1.2.1.1. Licensed as a center-based or home-based child care program as defined by New Hampshire Administrative Rule He-C 4002, Child Care Licensing Rules; or
 - 1.2.1.2. License-exempt in accordance with New Hampshire Revised Statutes Annotated (RSA) 170-E:3, I (a), (c), (f), (g), and (h); and
 - 1.2.2. Serve elementary school age children, from four (4) years and eight (8) months through twelve (12) years of age, in a variety of OST settings, including but not limited to:
 - 1.2.2.1. Before and after school hours;
 - 1.2.2.2. Days when school is not in session, partially in session or is in session remotely; and
 - 1.2.2.3. During school holidays or school vacations.
- 1.3. The Contractor must ensure services are available to OST CCP statewide.
- 1.4. For the purposes of this Agreement, all references to days mean business days, excluding state and federal holidays.
- 1.5. For the purposes of this Agreement, all references to business hours mean Monday through Friday from 8 AM to 5 PM.

Training and Technical Assistance

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services**

EXHIBIT B

- 1.6. The Contractor must develop and conduct an annual training and technical assistance needs assessment to determine the training and technical assistance needs of the OST CCP staff, including but not limited to:
- 1.6.1. Conducting a survey of individual OST CCP staff by utilizing the Department's survey tool in the New Hampshire Connections Information System (NHCIS).
 - 1.6.1.1. Coordinating and conducting a minimum of seven (7) live or virtual Listening Sessions with OST CCP in each of the seven (7) early childhood regions as identified by the Department and listed below.
 - 1.6.1.1.1. Region 1 – (Greater Monadnock, Greater Sullivan & Upper County): Monadnock United Way.
 - 1.6.1.1.2. Region 2 – (Capital Area): Granite United Way (for the Capital region).
 - 1.6.1.1.3. Region 3 – (Greater Nashua): United Way of Greater Nashua.
 - 1.6.1.1.4. Region 4 – (Greater Derry & Manchester): Amoskeag Health.
 - 1.6.1.1.5. Region 5 – (Central NH, Lakes): Granite United Way (for Central NH/Lakes region).
 - 1.6.1.1.6. Region 6 – (Strafford County & Seacoast): Granite United Way/United Way of the Greater Seacoast.
 - 1.6.1.1.7. Region 7 – (North Country & Carroll County): Children Unlimited.
 - 1.6.1.2. Gathering ongoing OST CCP feedback and inventorying and assembling a summary of input resulted from:
 - 1.6.1.2.1. Training and technical assistance evaluations.
 - 1.6.1.2.2. Monthly Meet Ups.
 - 1.6.1.2.3. Conferences and summits.
 - 1.6.1.2.4. Requests and inquiries from OST CCP.
 - 1.6.1.2.5. Website and social media activity.

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**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services**

EXHIBIT B

- 1.6.1.3. Attending stakeholder meetings to collect input on current and emerging needs impacting the OST CCP community. Stakeholders include but are not limited to:
 - 1.6.1.3.1. The Department and other State entities.
 - 1.6.1.3.2. Child Care Aware of New Hampshire and Child Care Aware America.
 - 1.6.1.3.3. The New Hampshire Child Care Licensing Unit.
 - 1.6.1.3.4. New Hampshire Afterschool Network (NHAN).
 - 1.6.1.3.5. The 21st Century Community Learning Centers at the New Hampshire Department of Education.
 - 1.6.1.3.6. The New Hampshire Principals Association.
 - 1.6.1.3.7. The New Hampshire Parks and Recreation Association.
 - 1.6.1.3.8. OST CCP director and stakeholder groups.
 - 1.6.1.3.9. Other entities and organizations as requested by the Department.
- 1.6.1.4. Conducting a literature review by reviewing national data to determine training and technical assistance needs for the OST CCP community.
- 1.6.1.5. Proposing and developing a strategic plan to include topics, timelines and milestones for delivering training and technical assistance to the OST CCP community.
- 1.6.1.6. Providing culturally competent and responsive training to diverse language and cultural backgrounds to include:
 - 1.6.1.6.1. Ensuring all staff are trained in cultural competence.
 - 1.6.1.6.2. Providing translation and interpretation services, in accordance with Culturally and Linguistically Appropriate Services (CLAS) requirements.
 - 1.6.1.6.3. Providing video remote option(s) for American Sign Language.

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services**

EXHIBIT B

- 1.6.1.6.4. Possessing knowledge and have an understanding of the cultural variations across the state to individualize services when necessary to meet the needs of each early childhood region as identified below.
 - 1.6.1.6.4.1. Region 1 – (Greater Monadnock, Greater Sullivan & Upper County): Monadnock United Way.
 - 1.6.1.6.4.2. Region 2 – (Capital Area): Granite United Way (for the Capital region).
 - 1.6.1.6.4.3. Region 3 – (Greater Nashua): United Way of Greater Nashua.
 - 1.6.1.6.4.4. Region 4 – (Greater Derry & Manchester): Amoskeag Health.
 - 1.6.1.6.4.5. Region 5 – (Central NH, Lakes): Granite United Way (for Central NH/Lakes region).
 - 1.6.1.6.4.6. Region 6 – (Strafford County & Seacoast): Granite United Way/United Way of the Greater Seacoast.
 - 1.6.1.6.4.7. Region 7 – (North Country & Carroll County): Children Unlimited.
- 1.7. The Contractor must provide trainings and technical assistance that:
 - 1.7.1. Are outcome-driven.
 - 1.7.2. Are provided at low or no cost.
 - 1.7.3. Align with the New Hampshire Child Care Licensing requirements and The Administration for Children and Families Office of Child Care related requirements.
 - 1.7.4. Develop, at the request of the Department, additional trainings or technical assistance to address emerging topics, i.e., supporting families in crisis; technologies affecting child development; substance

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misuse and the impact on children and families; Art and nature in the classroom.

- 1.7.5. Are available statewide.
- 1.8. The Contractor must utilize the Department's NHCIS to track and record:
 - 1.8.1. Technical assistance provided utilizing the Technical Assistance module.
 - 1.8.2. Scheduled trainings utilizing the Training Calendar module in the NHCIS.
 - 1.8.3. Names of providers who attended and completed trainings.
 - 1.8.4. Post training and post technical assistance evaluations.
- 1.9. The Contractor must ensure any individuals providing training and technical assistance:
 - 1.9.1. Submit a current resume.
 - 1.9.2. Hold an OST Master Professional Workshop Trainer, Faculty and/or Allied Professional credential, unless otherwise approved by the Department.
 - 1.9.3. Possess knowledge of:
 - 1.9.3.1. Human development along the continuum.
 - 1.9.3.2. Developmentally appropriate practices for school age children.
 - 1.9.4. Have subject matter expertise in the content area of designated training.
 - 1.9.5. Have familiarity with:
 - 1.9.5.1. Current OST theories and best practices.
 - 1.9.5.2. New Hampshire Child Care Licensing Rules.
 - 1.9.5.3. New Hampshire OST Professional Development System.
 - 1.9.5.4. New Hampshire Professional Registry and the NHCIS.
 - 1.9.5.5. New Hampshire Afterschool Network (NHAN).
 - 1.9.5.6. New Hampshire 21st Century Community Learning Centers.

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- 1.9.6. Demonstrate cultural competence by:
 - 1.9.6.1. Participating in annual cultural competence training conducted by the Department.
 - 1.9.6.2. Ensuring team meetings include conversations on the cultural diversity in New Hampshire and opportunities to support diversity.
 - 1.9.6.3. Having access and utilize as needed interpreter services.
 - 1.9.6.4. Providing linguistically compatible documents upon request.
 - 1.9.6.5. Modeling respectful, responsive, sensitive interactions in all manner of and types of diversity.
- 1.10. The Contractor must provide an annual Back to School Conference and a Spring/Summer Readiness Conference at locations and dates as approved by the Department.
- 1.11. The Contractor must align a continuum of training and professional activities in accordance with the New Hampshire OST Professional Development System Guide: New Hampshire Early Childhood Professional Development System Guidebook (nh-connections.org), and in accordance with the New Hampshire credentialing requirements.
 - 1.11.1. Monthly trainings must be available statewide and in-person or virtual and must include:
 - 1.11.1.1. Pathway for progression along the Direct Service, Administrator and Master Professional Credentials.
 - 1.11.1.2. Orientation to OST Career Lattice.
 - 1.11.2. Professional activities must include the ability to earn Professional Activity Units (PAU) through:
 - 1.11.2.1. Attending at a state conference (one (1) PAU).
 - 1.11.2.2. Conducting a program improvement assessment (four (4) PAU).
 - 1.11.2.3. Hosting an on-site Family Night event (two (2) PAU).
 - 1.11.2.4. Writing a Suspension and Expulsion policy for the applicant's program (two (2) PAU).
 - 1.11.2.5. Providing activities to support the Leadership Endorsement

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that include but are not limited to:

- 1.11.2.5.1. Regional leadership circles.
 - 1.11.2.5.2. Focused collaborative efforts.
 - 1.11.2.5.3. Leadership Institutes.
 - 1.11.2.5.4. Strengthening Business Practices.
 - 1.11.2.5.5. Participation in an task force, steering committee and/or advisory group in which local, regional, state, national OST policy or practice is impacted.
 - 1.11.2.5.6. Train the Trainer.
 - 1.11.2.5.7. Other actives as determined by the Department.
- 1.12. The Contractor must evaluate, on an ongoing basis, the effectiveness of training and technical assistance provided to OST CCP by:
- 1.12.1. Conducting a pre and post training and technical assistance survey to determine efficacy and impact to the OST CCP's practice.
 - 1.12.2. Reviewing training topics and participation numbers.
 - 1.12.3. Reviewing training formats.
 - 1.12.4. Reviewing field observations.
 - 1.12.5. Assessing input from stakeholders and the Department.
- 1.13. The Contractor must ensure training and technical assistance is:
- 1.13.1. Available at a variety of levels through various methods and strategies, including mentorships and coaching, including but not limited to:
 - 1.13.1.1. 'I Do, WE Do, YOU Do' strategy to support new staff (www.evidencebasedteaching.org.au/the-i-do-we-do-you-do-model-explained).
 - 1.13.1.2. Mentoring for systemic change with administrative staff.
 - 1.13.1.3. Specific, measurable, achievable, realistic and timely (SMART) goals for coaching performance.
 - 1.13.1.4. Alignment with the recipient's skills, knowledge, time, and

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desire to change.

- 1.13.1.5. Age and developmentally appropriate best practices.
- 1.13.2. Available on topics that are related to operations and key components of quality that include, but are not limited to:
 - 1.13.2.1. Program management.
 - 1.13.2.2. Staff training and retention.
 - 1.13.2.3. Overview of the OST credentialing application process and completing the OST credentialing requirements.
 - 1.13.2.4. Improving the quality of services within OST CCP.
 - 1.13.2.5. Knowledge and skills of staff.
 - 1.13.2.6. Program leadership and administration.
 - 1.13.2.7. Interactions and relationships with children and adults.
 - 1.13.2.8. Program activities.
 - 1.13.2.9. Health and safety in the program.
 - 1.13.2.10. Indoor and outdoor environments.
 - 1.13.2.11. Family involvement.
 - 1.13.2.12. Community partnerships.
- 1.13.3. Outcome driven in order to maintain and increase the availability of quality programs especially in areas of high poverty and/or high need, including programs serving children with limited community resources.
- 1.14. The Contractor must provide training and technical assistance to OST staff on utilizing NHCIS, which includes but is not limited to:
 - 1.14.1. Establishing an account in NHCIS and how to utilize its features and applications.
 - 1.14.2. Submitting helpdesk requests, as needed.
 - 1.14.3. Submitting background record check requests apply for an Eligibility Card.
 - 1.14.4. Updating and managing program prolife and staff roster in NHCIS.
 - 1.14.5. Completing the professional registry and applying for credentials and

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- endorsements.
- 1.14.6. Completing applications for quality improvement initiatives and for grant programs.
 - 1.14.7. Enrolling in training.
 - 1.14.8. Requesting technical assistance.
 - 1.14.9. Completing surveys.
 - 1.14.10. Enrolling and renewing as a New Hampshire Child Care Scholarship provider.
 - 1.14.11. Other components as developed by the child care licensing unit.
 - 1.14.12. Modules through NHCIS, grants, surveys and other data collection and training components as required by the Department.
 - 1.14.13. Understanding the components of OST CCP operations supported by NHCIS, including:
 - 1.14.13.1. Granite Steps for Quality (GSQ).
 - 1.14.13.2. Child care workforce credentialing.
 - 1.14.13.3. Professional Registry.
 - 1.14.13.4. Professional development information and opportunities.
 - 1.14.13.5. Child care search and program profile.
 - 1.14.13.6. Licensing processing to include:
 - 1.14.13.6.1. Background check.
 - 1.14.13.6.2. Application renewal.
 - 1.14.13.6.3. Staff roster.
 - 1.14.13.6.4. Waivers.
 - 1.14.13.6.5. Incident and injury reporting.
 - 1.14.13.6.6. Visit results.
 - 1.14.13.6.7. Corrective action plan.
 - 1.15. The Contractor must ensure training is available to OST CCP spans foundational to advanced training.
 - 1.16. The Contractor must ensure training includes, but is not limited to:

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- 1.16.1. Six (6) annual Foundational Level training to OST CCP on topics to include:
- 1.16.1.1. Orientation to OST – a three (3) hour overview of the field of OST that includes the framework for high quality programming and exploration of the ten (10) Core Knowledge Areas of the New Hampshire OST Professional Development System
 - 1.16.1.2. OST Basics - a ten (10) part series offered as ten (10) 1.5 hour workshops that are based on the ten (10) Core Knowledge Areas of the New Hampshire OST Professional Development System, which are not required to be taken in sequential order, and include:
 - 1.16.1.2.1. Child and Youth Growth and Development.
 - 1.16.1.2.2. Learning Environments and Curriculum.
 - 1.16.1.2.3. Youth Observation and Assessment.
 - 1.16.1.2.4. Interactions with Children and Youth.
 - 1.16.1.2.5. Youth Engagement.
 - 1.16.1.2.6. Cultural Competency and Responsiveness.
 - 1.16.1.2.7. Family, School and Community Relationships.
 - 1.16.1.2.8. Safety and Wellness.
 - 1.16.1.2.9. Program Planning and Development.
 - 1.16.1.2.10. Professional Development and Leadership.
 - 1.16.1.3. Mindfulness in OST.
 - 1.16.1.4. Creating Meaningful Clubs in Your Program.
 - 1.16.1.5. Awareness of the needs of school age children and how to engage them in OST.
 - 1.16.1.6. Current issues children may be experiencing.
 - 1.16.1.7. Identifying and serving children and families experiencing homelessness.
 - 1.16.1.8. Overview of OST credentialing and how OST CCP can apply for OST credentialing.

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- 1.16.1.9. Program improvement.
- 1.16.1.10. Overview of the GSQ System.
- 1.16.1.11. Overview of the New Hampshire Child Care Scholarship Program.
- 1.16.1.12. Overview of the New Hampshire Child Care Licensing Rules.
- 1.16.1.13. Emerging topics as identified and determined by the Department.
- 1.16.2. An Entry Level that includes trainings geared to individuals who are new to working in a school age program ensuring clear but limited information with specific strategies that are immediately actionable, and include but are not limited to:
 - 1.16.2.1. OST Orientation.
 - 1.16.2.2. OST Basics.
- 1.16.3. An Intermediate Level that includes workshops designed to provide increased knowledge and skill in content areas, which are changed annually in order to be responsive to the needs of the OST Child Care community and may include, but are not limited to:
 - 1.16.3.1. CATCH Kids Club.
 - 1.16.3.2. STEAM in Your Program.
 - 1.16.3.3. Teambuilding in Your Program.
 - 1.16.3.4. Art Matters.
 - 1.16.3.5. Spiraling an Activity into a Multi-Week Enrichment.
 - 1.16.3.6. Understanding Trauma Informed Care and ACES.
 - 1.16.3.7. Creating Meaningful Clubs in Your Program.
 - 1.16.3.8. How to Engage Kids in OST.
 - 1.16.3.9. Family Night on a Shoestring.
 - 1.16.3.10. Mindfulness in Your Program.
 - 1.16.3.11. Inspiring Leadership to Grow Future Leaders.
 - 1.16.3.12. Normal Isn't Real: Succeeding with Learning Disabilities and ADHD.

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- 1.16.3.13. Behavior Management – the Fall Edition, the Summer Edition.
- 1.16.3.14. How to Calm the Angry Octopus.
- 1.16.3.15. Understanding the Impact of Homelessness and Hunger.
- 1.16.3.16. The End of Year Nasties: Are You or the Kids Checking Out?
- 1.16.3.17. Transitions that Work for Everyone.
- 1.16.3.18. Friendly but Not Friends: Fostering Appropriate Relationships.
- 1.16.4. An Advanced Level for OST Child Care Program staff who have a commitment to professional growth, which includes:
 - 1.16.4.1. Leadership Institutes I, II and III, which must be taken in sequential order and are designed for directors, site coordinators, and emerging leaders.
 - 1.16.4.2. Program Improvement Trainings, which focuses on the School-Age Care Environment Rating Scale® (ERS), Updated Edition (SACERS-Updated™) and developing an action plan to improve program quality in individual organizations.
 - 1.16.4.3. Social and Emotional Learning (SEL) trainings, as described in subsection 1.17 below.
 - 1.16.4.4. Social, Emotional and Mindful Learning (SEML) that focus on the integration of Social and Emotional Learning with Mindfulness with content that focuses on recent research, curriculum, and strategies for immediate implementation.
 - 1.16.4.5. Six-part Business Practices in OST Programs series.
 - 1.16.4.6. Identifying and serving children and families experiencing homelessness.
 - 1.16.4.7. Special needs of children and families experiencing homelessness.
- 1.16.5. An Expert Level provided exclusively for the Contractor's personnel based on topics determined annually and based on the needs of the Contractor's personnel as a whole and individually, as well as other

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OTS CCP topics, which include but are not limited to:

- 1.16.5.1. SEL in the OST Community.
- 1.16.5.2. Moving Beyond Icebreakers.
- 1.16.5.3. Developmental Relationships and Assets.
- 1.16.5.4. Training the Trainer: Enhancing Training Skills.
- 1.16.5.5. Life Space Crisis Intervention.

1.16.6. All levels training, which must include but is not limited to:

- 1.16.6.1. The OST Credential Work Session.
- 1.16.6.2. A Guide to OST Core Knowledge Areas and Why They are Important.
- 1.16.6.3. Creating a Sense of Belonging for Families Experiencing Homelessness and Hunger.
- 1.16.6.4. Playworks: Keep Playing.
- 1.16.6.5. Every Monday Matters trainings.
- 1.16.6.6. 4-H Mindful Me and Gizmo's Pawesome Guide to Mental Health.
- 1.16.6.7. Self-Care for the OST Professional.
- 1.16.6.8. An Overview of the ACROSS NH Preventing Suspension and Expulsion in OST Programs Guide.
- 1.16.6.9. An Overview of the ACROSS NH Guide to Social and Emotional Learning for the OST Professional.
- 1.16.6.10. CPR for Children and Youth.
- 1.16.6.11. Understanding and Using the Guide to Social and Emotional Learning for the OST Professional.
- 1.16.6.12. Creating a Prevention and Expulsion Guide for Your Program, utilizing A Suspension and Expulsion Prevention Policy Guide for New Hampshire OST Programs.

1.17. The Contractor must provide training on Social Emotional Learning (SEL) to OST CCP, which includes but is not limited to:

- 1.17.1. Training focused on children developing lifelong learning skills that influence how to manage daily challenges while remaining true to

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their own values, goals and needs.

- 1.17.2. Providing assistance in accessing the OST modules, which meet child care licensing requirements and quality programming benchmarks.
- 1.17.3. Trainings based on the framework and competencies developed by the Collaborative for Academic, Social and Emotional Learning, which focus on cultivating knowledge, skills, and attitudes in both adults and children and youth, in order to improve academic outcomes with competencies that include:
 - 1.17.3.1. Self-awareness.
 - 1.17.3.2. Self-management.
 - 1.17.3.3. Social awareness.
 - 1.17.3.4. Relationship skills.
 - 1.17.3.5. Responsible decision-making.
- 1.17.4. Offering technical assistance at the end of each training.
- 1.17.5. Ensure the "Guide to Social and Emotional Learning for the OST Professional," is available:
 - 1.17.5.1. On the selected Vendor's website.
 - 1.17.5.2. In printed copies provided at annual conferences.
- 1.17.6. Providing a minimum of seven (7) trainings, annually, on SEL, based on the ACROSS NH, "A Guide to Social and Emotional Learning for the OST Professional."
- 1.17.7. Providing a series of SEL trainings on:
 - 1.17.7.1. Intentional Relationships.
 - 1.17.7.2. Supporting Healthy Developmental Relationships.
 - 1.17.7.3. Building SEL through the SACERS-U.
 - 1.17.7.4. Well-Regulated and Self-Aware Adults.
 - 1.17.7.5. Features of an SEL-Supportive Environment.
- 1.17.8. Providing SEL trainings that pair program staff with individuals for on-going technical assistance.
- 1.17.9. Providing SEL trainings on Social, Emotional and Mindful Learning (SEML).

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- 1.18. The Contractor must provide training and support to OST CCP on how to create and implement policies relative to suspension and expulsion of program. The Contractor must:
- 1.18.1. Provide a minimum of seven (7) trainings, annually, based on the ACROSS NH, "A Suspension and Expulsion Prevention Policy Guide for New Hampshire OST Programs."
 - 1.18.1.1. Training must focus on the role SEL skills have in the prevention of suspension and expulsion with competencies that include self-awareness and self-management relating to growth for both the staff and the children in program.
 - 1.18.1.2. Training must:
 - 1.18.1.2.1. Be supported by technical assistance, to include policy development and implementation.
 - 1.18.1.2.2. Ensure training focuses positive outcomes for children who participate in OST programing that intentionally focuses on growth in personal and social skills.
 - 1.18.1.2.3. Provide training on written policy development for addressing the limitations of expulsion of children and/or youth due to challenging behaviors.
 - 1.18.1.2.4. Utilize the downloadable guide created by ACROSS NH titled, "A Suspension and Expulsion Prevention Policy Guide for New Hampshire OST Programs," which is available online at <https://www.acrossnh.org/sel>.
 - 1.18.2. Provide regional onsite Cultural Awareness Workshops that align with the National OST Association's Core Competency Self-Assessment Tool, Cultural Competence, levels one (1) through five (5).
 - 1.18.3. Offer diversity training at the annual Back to School Conference and a Spring/Summer Readiness Conference.
 - 1.18.4. Provide training on OST program requirements related to operations, licensing, marketing and quality.

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- 1.19. The Contractor must conduct an initial evaluation with each OST CCP that requests technical assistance to determine the needs and develop an action plan, based on the evaluation, to include but not be limited to:
 - 1.19.1. Goals, resources needed, completion date and progress reviews.
 - 1.19.2. Program observation.
 - 1.19.3. Professional development opportunities.
 - 1.19.4. Coaching or mentoring.
 - 1.19.5. Curriculum development.
 - 1.19.6. Development of administrative processes.
 - 1.19.7. Creation of professional development plans.
- 1.20. The Contractor must utilize an effective strength-based approach that includes relationship building, trust, respect, collaboration and mutual commitment to the consultation process.
- 1.21. The Contractor must conduct a minimum of nine (9) Training and Technical Assistance Trainings (TTAT) to support program quality in accordance with Granite Steps for Quality (GSQ). The Contractor must:
 - 1.21.1. Conduct a minimum of six (6) annual trainings or additional trainings as requested by the Department based on current demand. The TTAT content must be developed collaboratively with the Department and must include but is not limited to:
 - 1.21.1.1. Providing information and support to achieve the New Hampshire Afterschool Credential or equivalent and any available endorsements.
 - 1.21.1.2. Outreaching, onboarding, and supporting the OST CCP in creating and implementing a plan to achieve a GSQ Step, including but not limited to a timeline and activities schedule.
 - 1.21.2. Support the Department in designing and building three (3) training sessions to follow the School-Age Care Environment Rating Scales® Updated Edition (SACERS-U) subscales with primary focus on the Interactions and Activities: Environment Rating Scales® | Environment Rating Scales® (unc.edu) Pathway to include but are not limited to:

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- 1.21.2.1. A focus on Continuous Quality Improvement (CQI), reflection of SACERS-U self-assessment scores as well as a comprehensive review of assessed SACERS-U scores, and coaching for the OST program.
- 1.22. The Contractor must coordinate with other Department contractors to support the build out of the SACERS-U system.
- 1.23. The Contractor must identify and provide individuals trained in SACERS-U to meet the following requirements:
- 1.23.1. Reliability as ERS Anchors in SACERS-U via Environment Rating Scales Institute (ERSI); ERS Institute. SACERS-U are designed to assess group-care programs for children of school age, five (5) to twelve (12) during their OST.
 - 1.23.2. Reliability as ERS Assessors in SACERS-U via ERSI.
 - 1.23.3. As coaches, knowledgeable in coaching methods, trained in SACERS-U via ERSI and GQS.
- 1.24. The Contractor must research and present evidence regarding Social Emotional Learning (SEL) tools/frameworks to aid the Department in the development of OST Pathways in GSQ.
- 1.25. The Contractor must designate a staff person to participate in the GSQ advisory group(s) as requested by the Department.

OST Capacity Building

- 1.26. The Contractor must work to expand the capacity of OST CCP statewide by providing training and technical assistance to support existing OST CCP in the following areas, including but not limited to:
- 1.26.1. Increasing the number of available slots per program.
 - 1.26.2. Expanding existing facility and/or add another location.
 - 1.26.3. Adding enhanced services, such as offering non-traditional provider hours.
 - 1.26.4. Collaborating with local schools, agencies and business to identify gaps in OST CCP services and potential solutions.
 - 1.26.5. Building effective and responsive workforce recruiting and retention policies.
 - 1.26.6. Providing training and technical assistance to support establishing

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high quality programming new OST CCP in the following areas, including but not limited to:

- 1.26.6.1. Identifying child care deserts and high-need areas.
- 1.26.6.2. Developing a business plan.
- 1.26.6.3. Meeting New Hampshire child care licensing requirements.
- 1.26.6.4. Designing business and programmatic operations.

Workforce Development

- 1.27. The Contractor must provide OST career exploration opportunities to by:
 - 1.27.1. Working with high schools, colleges and universities to provide information and access to OST career opportunities, including but not limited to:
 - 1.27.1.1. Internship opportunities.
 - 1.27.1.2. The benefits of working in OST child care programs.
 - 1.27.1.3. Opportunities for career and personal growth.
 - 1.27.1.4. New Hampshire OST Credentialing.
 - 1.27.1.5. NHCIS.
 - 1.27.2. Participating in career fairs and events.
 - 1.27.3. Providing information to career offices.
- 1.28. The Contractor must participate in workforce recruitment and retention activities, including but not limited to:
 - 1.28.1. As requested by the Department, working collaboratively with the Department's marketing and workforce development vendors and other vendors and efforts as requested by the Department.
 - 1.28.2. Identifying individuals to work community events, career and job fairs to promote OST opportunities.
 - 1.28.3. Having a presence on social media.
 - 1.28.4. Developing tools and templates to assist OST recruiting efforts.
 - 1.28.5. Providing content and resources for the self-care and wellness page on NH Connections Website (www.nh-connections.org).
 - 1.28.6. Other opportunities as approved and requested by the Department.

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- 1.29. The Contractor must establish and maintain relationships with the seven (7) Early Childhood Regional Leads for the purpose of promoting the importance of and access to OST CCP.
- 1.30. The Contractor must provide annually a minimum of fifty (50) Department approved OST Materials and Supplies Kits to OST CCP.
- 1.31. The Contractor must provide either an external, contractor owned and managed, OST website or utilize and OST dedicated page within www.nh-connections.org.
- 1.32. The Contractor must ensure representation and attendance at regional and national OST conferences, as approved by the Department, and must reimburse staff for approved conference-related travel expenses.
- 1.33. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.34. Reporting
 - 1.34.1. The Contractor may be required to provide other data and metrics, not collected and stored in NHCIS, to the Department in a format specified by the Department.
 - 1.34.2. The Contractor must submit an Annual Performance Report to the Department no later than July 15 each State Fiscal Year.
 - 1.34.3. The Contractor must maintain detailed supporting documentation for the required quarterly and annual reports, which must be available to the Department for review upon request and must be retained for up to seven (7) years of the contract completion date.
 - 1.34.4. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.35. Performance Measures
 - 1.35.1. The Department will apply the following measures to assist in monitoring the Contractor's performance:
 - 1.35.1.1. Fifteen percent (15%) increase in the number of OST CCP slots through expansion and/or establishment efforts, based on NHCIS data as of contract effective date.

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- 1.35.1.2. Fifteen percent (15%) increase in OST CCP awarded a GSQ step, based on the number of Department awards as of contract effective date.
- 1.35.1.3. Fifteen percent (15%) increase in new OST Credentials, based on the number of Department awards as of contract effective date.
- 1.35.1.4. Twenty-five percent (25%) increase in renewed OST Credentials, based on the number of Department awards as of contract effective date.
- 1.35.1.5. Thirty-five percent (35%) of OST workforce participate in one (1) or more training opportunities annually, based on NHCIS data as of contract effective date.
- 1.35.1.6. Sixty percent (60%) of OST CCP utilizing technical assistance report a measurable effective impact based on satisfaction survey.
- 1.35.1.7. Sixty percent (60%) of OST workforce participating in training report a measurable effective impact based on satisfaction survey.
- 1.35.1.8. Thirty percent (30%) of OST workforce statewide participate in one (1) or more trainings or conferences outlined in the Scope of Work, based on NHCIS data as of contract effective date.

1.36. Background Checks

- 1.36.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:
 - 1.36.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 1.36.1.2. 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

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services**

EXHIBIT B

1.36.1.3. 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.

1.37. Privacy Impact Assessment

1.37.1. 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:

- 1.37.1.1. How PII is gathered and stored;
- 1.37.1.2. Who will have access to PII;
- 1.37.1.3. How PII will be used in the system;
- 1.37.1.4. How individual consent will be achieved and revoked; and
- 1.37.1.5. Privacy practices.

1.37.2. 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.

1.38. Department Owned Devices, Systems and Network Usage

1.38.1. If Contractor End Users are authorized by the Department's Information Security Office to access the Department network in the fulfillment of this Agreement, the selected Vendor must:

- 1.38.1.1. 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;

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services**

EXHIBIT B

- 1.38.1.2. 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;
- 1.38.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.38.1.4. 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;
- 1.38.1.5. Only use equipment; software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.38.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee; and
- 1.38.1.7. 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."
- 1.38.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
 - 1.38.1.8.1. Agree when utilizing the Department's email system:
 - 1.38.1.8.2. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov."

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services**

EXHIBIT B

- 1.38.1.8.3. Include in the signature lines information identifying the End User as a non-Department workforce member; and
- 1.38.1.8.4. 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."
- 1.38.1.9. 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:
- 1.38.1.10. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 1.38.1.11. 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.
- 1.38.1.12. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.38.1.13. 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.

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services**

EXHIBIT B

1.38.1.14. 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.

1.39. Contract End-of-Life Transition Services

1.39.1. General Requirements

1.39.1.1: 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, 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.

1.39.1.2. 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.

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**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services**

EXHIBIT B

- 1.39.1.3. 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.
- 1.39.1.4. 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.
- 1.39.1.5. 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.
- 1.39.1.6. In the event where the Contractor has comingled 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 terms and conditions of Exhibit K: DHHS Information Security Requirements.

1.39.2. Completion of Transition Services

- 1.39.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of (fifteen) 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.
- 1.39.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services**

EXHIBIT B

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

1.39.3. Disagreement over Transition Services Results

1.39.3.1. 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 fifteen (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.

1.40. Website and Social Media

1.40.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.40.2. The Contractor agrees Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.40.3. State of New Hampshire's Website Copyright

1.40.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services**

EXHIBIT B

embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

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 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.

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."

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services**

EXHIBIT B

- 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.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services**

EXHIBIT B

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.

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 60.8% Federal funds, Child Care Supplemental Discretionary Funds from the American Rescue Plan Act, as awarded on April 14, 2021, by the U.S. Department of Health and Human Services – Administration for Children and Families, ALN #93.575, FAIN #2101NHCDC6; and
 - 1.2. 39.2% Federal funds, Child Care Development Funds, as awarded on October 28, 2022, by the U.S. Department of Health and Human Services, Child Care and Development Block Grant CFDA #93.575, FAIN #2201NHCCDD.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR §200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget 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.bcdhsinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services

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**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services
EXHIBIT C**

129 Pleasant Street
Concord, NH 03301

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 if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

**New Hampshire Department of Health and Human Services
Out-of-School Time Child Care Provider Support Services
EXHIBIT C**

- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. In addition to, and not in any way in limitation of obligations of the 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.

| New Hampshire Department of Health and Human Services | |
|---|----------------------------------|
| Contractor Name: <i>Boys & Girls Clubs of Central New Hampshire, Inc.</i> | |
| Budget Request for: <i>Out-of-School Time Child Care Provider Support Services</i> | |
| Budget Period: <i>July 1, 2023 through June 30, 2024 (SFY 2024)</i> | |
| Indirect Cost Rate (if applicable): <i>6.28%</i> | |
| Line Item | Program Cost - Funded by DHHS |
| 1. Salary & Wages | \$313,240 |
| 2. Fringe Benefits | \$81,690 |
| 3. Consultants | \$96,175 |
| 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 | \$68,900 |
| 5.(b) Supplies - Lab | \$0 |
| 5.(c) Supplies - Pharmacy | \$0 |
| 5.(d) Supplies - Medical | \$0 |
| 5.(e) Supplies Office | \$5,970 |
| 6. Travel | \$11,000 |
| 7.. Software | \$0 |
| 8. (a) Other - Marketing/ Communications | \$1,513 |
| 8. (b) Other - Education and Training | \$16,200 |
| 8. (c) Other - Other (specify below) | |
| Events | \$4,000 |
| Postage | \$400 |
| Subscriptions | \$10,333 |
| Telephone | \$2,160 |
| 9. Subrecipient Contracts | \$0 |
| Total Direct Costs | \$611,581 |
| Total Indirect Costs | \$38,419 |
| TOTAL | \$650,000 |

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 Initials: _____
 Date: 6/8/2023

| New Hampshire Department of Health and Human Services | |
|---|----------------------------------|
| Contractor Name: <i>Boys & Girls Clubs of Central New Hampshire, Inc.</i> | |
| Budget Request for: <i>Out-of-School Time Child Care Provider Support Services</i> | |
| Budget Period <i>July 1, 2024 through June 30, 2025 (SFY 2025)</i> | |
| Indirect Cost Rate (if applicable) <i>6.68%</i> | |
| Line Item | Program Cost - Funded by DHHS |
| 1. Salary & Wages | \$328,837 |
| 2. Fringe Benefits | \$84,800 |
| 3. Consultants | \$76,041 |
| 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 | \$41,000 |
| 5.(b) Supplies - Lab | \$0 |
| 5.(c) Supplies - Pharmacy | \$0 |
| 5.(d) Supplies - Medical | \$0 |
| 5.(e) Supplies Office | \$1,110 |
| 6. Travel | \$7,500 |
| 7. Software | \$0 |
| 8. (a) Other - Marketing/ | \$1,238 |
| 8. (b) Other - Education and Training | \$6,000 |
| 8. (c) Other - Other (specify below) | |
| <i>Events</i> | \$3,000 |
| <i>Postage</i> | \$400 |
| <i>Subscriptions</i> | \$10,333 |
| <i>Telephone</i> | \$2,160 |
| 9. Subrecipient Contracts | \$0 |
| Total Direct Costs | \$562,419 |
| Total Indirect Costs | \$37,581 |
| TOTAL | \$600,000 |

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Initials: CE
Date: 6/8/2023

Date: _____



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name: BOYS & GIRLS CLUBS OF CENTRAL NH Inc,

6/8/2023

Date

DocuSigned by:

Chris Emond

Name: CHRIS Emond

Title: ceo

Vendor Initials ^{DS}
CE
Date 6/8/2023



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: BOYS & GIRLS CLUBS OF CENTRAL NH INC,

6/8/2023

Date

DocuSigned by:

Chris Emond

Name: CHRIS Emond

Title: ceo

Exhibit E – Certification Regarding Lobbying

Vendor Initials DS
CE
Date 6/8/2023



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
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.

Contractor Name: BOYS & GIRLS CLUBS OF CENTRAL NH Inc,

6/8/2023
Date

DocuSigned by:
Chris Emond
Name: CHRIS Emond
Title: ceo

Contractor Initials CE
Date 6/8/2023

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: BOYS & GIRLS CLUBS OF CENTRAL NH Inc,

6/8/2023

Date

DocuSigned by:

Chris Emond

Name: CHRIS Emond

Title: ceo

Exhibit G

Contractor Initials

DS
CE

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: BOYS & GIRLS CLUBS OF CENTRAL NH Inc,

6/8/2023

Date

DocuSigned by:

Chris Emond

Name: CHRIS Emond

Title: ceo

New Hampshire Department of Health and Human Services



Exhibit I

**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 CE
Date 6/8/2023



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 \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
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: BOYS & GIRLS CLUBS OF CENTRAL NH Inc,

6/8/2023

Date

DocuSigned by:

Chris Emond

Name: CHRIS Emond

Title: ceo

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CE

Contractor Initials

6/8/2023

Date



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.

- The UEI (SAM.gov) number for your entity is: J77GVP4BPRP2
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

- 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:

- 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: _____ |

Contractor Initials CE
Date 6/8/2023

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 BOYS & GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 05, 1945. 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: 63070

Certificate Number: 0006240651



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of June A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

Thomas Cook

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

Boys & Girls Clubs of Central NH, Inc.

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 2, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

Christopher Emond, CEO

VOTED: That _____ (may list more than one person)
(Name and Title of Contract Signatory)

Boys & Girls Clubs of Central NH, Inc.

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

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

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

Dated: June 2, 2023



Signature of Elected Officer
Name: Thomas Cook
Title: President of the Board



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2022

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

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

| PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511 | CONTACT NAME: Susan Gilman PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: sgilman@rowleyagency.com | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|--|--|--|--|------------|--|------------|--|------------|--|------------|--|
| INSURED Boys and Girls Clubs of Central New Hampshire, Inc. 55 Bradley Street Concord NH 03301 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td></td> </tr> <tr> <td>INSURER B: Granite State H&H Service Trust</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></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: Philadelphia Indemnity Ins Co | | INSURER B: Granite State H&H Service Trust | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Philadelphia Indemnity Ins Co | | | | | | | | | | | | | | | |
| INSURER B: Granite State H&H Service Trust | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 22-23 Cert** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------------------------|-------------------------|-------------------------|--|--------------|
| | | | | | | | | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | PHPK2433603 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 3,000,000 |
| | | | | | | | PRODUCTS - COMPOP AGG | \$ 3,000,000 |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | PHPK2433609 | 7/1/2022 | 7/1/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ | |
| | | | | | | | \$ | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB821699 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | HCHS20230000529 3A State: NH | 1/1/2023 | 1/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Attesting to liability and workers compensation coverages.

| | |
|--|---|
| CERTIFICATE HOLDER State of NH, DHHS 129 Pleasant Street Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Susan Gilman/SJG <i>Susan Gilman</i> |
|--|---|



BOYS & GIRLS CLUBS
OF CENTRAL NEW HAMPSHIRE

Mission Statement: To inspire and enable all young people, especially those who need us most, to reach their full potential as productive, caring and responsible citizens.

**BOYS AND GIRLS CLUBS OF
CENTRAL NEW HAMPSHIRE, INC.**

FINANCIAL REPORT

DECEMBER 31, 2021

CONTENTS

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| Statement of activities and changes in net assets | 4 |
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NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Boys and Girls Clubs of Central New Hampshire, Inc.
Concord, New Hampshire 03301

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Boys and Girls Clubs of Central New Hampshire, Inc. which comprise the statement of financial position as of December 31, 2021, and the related statement of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Boys and Girls Clubs of Central New Hampshire, Inc. as of December 31, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Boys and Girls Clubs of Central New Hampshire, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Boys and Girls Clubs of Central New Hampshire, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Boys and Girls Clubs of Central New Hampshire, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about

- We have previously audited Boys and Girls Clubs of Central New Hampshire, Inc.'s ability to continue as a going concern for a reasonable period of time.

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

Report on Summarized Comparative Information

We have previously audited Boys and Girls Clubs of Central New Hampshire, Inc.'s December 31, 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 26, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2020 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Nathan Wechsbe & Company

Concord, New Hampshire
October 24, 2022

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

STATEMENTS OF FINANCIAL POSITION

December 31, 2021 and 2020

| | ASSETS | |
|---|----------------------|----------------------|
| | 2021 | 2020 |
| CURRENT ASSETS | | |
| Cash | \$ 1,803,090 | \$ 1,270,037 |
| Current portion of contributions receivable, net of allowance for doubtful accounts of 2021 \$31,988; 2020 \$32,833 | 287,891 | 295,501 |
| Grants receivable | 473,033 | 5,762 |
| Contract assets - accounts receivable, net of allowance for doubtful accounts of 2021 \$12,440; 2020 \$19,441 | 116,751 | 174,299 |
| Prepaid expenses | 105,910 | 98,747 |
| <i>Total current assets</i> | <u>2,786,675</u> | <u>1,844,346</u> |
| LONG-TERM ASSETS | | |
| Contributions receivable, net of allowance for doubtful accounts of 2021 \$34,882; 2020 \$34,037 and discount of 2021 \$28,712; 2020 \$30,052 | 285,266 | 284,784 |
| Investments | 3,076,668 | 2,591,824 |
| Property and equipment, net | 7,324,063 | 7,643,983 |
| <i>Total long-term assets</i> | <u>10,685,997</u> | <u>10,520,591</u> |
| <i>Total assets</i> | <u>\$ 13,472,672</u> | <u>\$ 12,364,937</u> |
| LIABILITIES AND NET ASSETS | | |
| CURRENT LIABILITIES | | |
| Current portion of long-term debt | \$ 104,500 | \$ 93,293 |
| Accounts payable | 52,607 | 32,137 |
| Accrued expenses | 211,851 | 186,054 |
| Funds held for others | - | 75,000 |
| <i>Total current liabilities</i> | <u>368,958</u> | <u>386,484</u> |
| LONG-TERM LIABILITIES | | |
| Notes payable, less current maturities and net of unamortized debt issuance costs of 2021 \$9,957; 2020 \$10,795 | 761,429 | 797,469 |
| Bond payable, less current maturities and net of unamortized debt issuance costs of 2021 \$17,592; 2020 \$19,192 | 702,145 | 776,491 |
| <i>Total long-term liabilities</i> | <u>1,463,574</u> | <u>1,573,960</u> |
| <i>Total liabilities</i> | <u>1,832,532</u> | <u>1,960,444</u> |
| COMMITMENTS (See Notes) | | |
| NET ASSETS | | |
| Without donor restrictions (Note 11) | 8,926,317 | 8,114,167 |
| With donor restrictions (Note 10) | 2,713,823 | 2,290,326 |
| <i>Total net assets</i> | <u>11,640,140</u> | <u>10,404,493</u> |
| <i>Total liabilities and net assets</i> | <u>\$ 13,472,672</u> | <u>\$ 12,364,937</u> |

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended December 31, 2021 and Comparative Totals for Year Ended December 31, 2020

| | Without Donor Restrictions | With Donor Restrictions | 2021 Total | 2020 Total |
|--|-------------------------------|----------------------------|---------------|---------------|
| OPERATING ACTIVITIES: | | | | |
| Revenues from Club activities and other support: | | | | |
| Membership dues | \$ 3,659,242 | \$ - | \$ 3,659,242 | \$ 3,018,172 |
| Camp fees | 821,866 | - | 821,866 | 488,506 |
| Less: financial aid and scholarships | (285,537) | - | (285,537) | (415,219) |
| <i>Net membership dues and camp fees</i> | 4,195,571 | - | 4,195,571 | 3,091,459 |
| Contributions | 491,485 | 134,384 | 625,869 | 825,465 |
| Annual Breakfast, net of expenses 2021 \$4,504; 2020 \$8,324 | - | 373,927 | 373,927 | 211,886 |
| TV auction, net of expenses 2021 \$587; 2020 \$7,204 | 110,538 | - | 110,538 | 109,090 |
| Golf tournament, net of expenses 2021 \$27,523; 2020 \$21,652 | 76,101 | - | 76,101 | 68,851 |
| Gala, net of expenses 2021 \$48,462 | 35,891 | 83,540 | 119,431 | - |
| Other fundraising, net of expenses 2021 \$61,212; 2020 \$107,674 | 83,597 | - | 83,597 | 105,179 |
| Grant income | - | 225,221 | 225,221 | 16,447 |
| Miscellaneous income | 23,554 | - | 23,554 | 48,592 |
| Contributed goods, services and use of facilities | 425,553 | - | 425,553 | 302,176 |
| Other programs and fees | 146,297 | - | 146,297 | 64,738 |
| <i>Total revenues from Club activities and other support</i> | 5,588,587 | 817,072 | 6,405,659 | 4,843,883 |
| Net assets released from restrictions: | | | | |
| For satisfaction of program restrictions | 282,405 | (282,405) | - | - |
| For satisfaction of time restrictions | 382,587 | (382,587) | - | - |
| | 664,992 | (664,992) | - | - |
| <i>Total operating revenues and other support</i> | 6,253,579 | 152,080 | 6,405,659 | 4,843,883 |
| Expenses: | | | | |
| Program services | 6,187,443 | - | 6,187,443 | 4,913,509 |
| Support and administrative | 1,219,143 | - | 1,219,143 | 1,499,735 |
| Fundraising | 446,986 | - | 446,986 | 265,035 |
| <i>Total expenses</i> | 7,853,572 | - | 7,853,572 | 6,678,279 |
| <i>Decrease in net assets from operations</i> | (1,599,993) | 152,080 | (1,447,913) | (1,834,396) |
| NON-OPERATING ACTIVITIES: | | | | |
| Gain on debt extinguishment related to PPP (Note 19) | 713,400 | - | 713,400 | 721,100 |
| Investment income, net | 11,456 | 26,352 | 37,808 | 30,539 |
| Realized and unrealized gains on investments | 181,353 | 172,101 | 353,454 | 249,549 |
| Government grants (Note 19) | - | 1,578,898 | 1,578,898 | 1,342,960 |
| Net assets released from restrictions: | | | | |
| For satisfaction of program restrictions | 1,505,934 | (1,505,934) | - | - |
| <i>Increase in net assets from non-operating activities</i> | 2,412,143 | 271,417 | 2,683,560 | 2,344,148 |
| <i>Net increase in net assets</i> | 812,150 | 423,497 | 1,235,647 | 509,752 |
| Net assets, beginning of year | 8,114,167 | 2,290,326 | 10,404,493 | 9,894,741 |
| <i>Net assets, end of year</i> | \$ 8,926,317 | \$ 2,713,823 | \$ 11,640,140 | \$ 10,404,493 |

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2021 and Comparative Totals for Year Ended December 31, 2020

| | Program Services | Support and Admin- istration | Fundraising | 2021 Total | 2020 Total |
|--|---------------------|---------------------------------------|-------------------|---------------------|---------------------|
| Salaries and wages | \$ 3,657,458 | \$ 683,875 | \$ 220,599 | \$ 4,561,932 | \$ 3,996,130 |
| Payroll taxes and benefits | 779,317 | 199,506 | 29,064 | 1,007,887 | 834,864 |
| <i>Total personnel costs</i> | <u>4,436,775</u> | <u>883,381</u> | <u>249,663</u> | <u>5,569,819</u> | <u>4,830,994</u> |
| Food and dinner program expenses | 285,678 | 110 | - | 285,788 | 234,287 |
| Occupancy and telephone | 416,066 | 30,431 | 7,671 | 537,058 | 400,723 |
| Supplies | 117,827 | 5,990 | 102,238 | 143,165 | 98,910 |
| Transportation and vehicle expenses | 120,074 | 1,856 | 1,004 | 122,934 | 33,247 |
| Maintenance and repairs | 202,071 | 6,625 | 805 | 209,501 | 211,901 |
| Insurance | 87,334 | 20,807 | 891 | 109,032 | 118,210 |
| Bad debt expense | 14,975 | - | - | 14,975 | 13,782 |
| Credit card fees | 121,750 | 1,383 | 11,016 | 134,149 | 57,849 |
| Miscellaneous | 9,768 | 59,437 | 16,010 | 85,215 | 30,658 |
| Professional fees and contract services | 4,494 | 94,572 | 25,998 | 125,064 | 163,641 |
| Allowance for uncollectible contributions receivable adjustment and pledge write offs (recoveries) | - | - | 26,300 | 26,300 | (8,023) |
| Office expense | 9,777 | 34,467 | 5,390 | 49,634 | 29,587 |
| Dues and fees | 485 | 43,292 | - | 43,777 | 49,316 |
| Conferences and training expense | 9,492 | 13,103 | - | 22,595 | 16,690 |
| <i>Total expenses before depreciation and interest</i> | <u>5,836,566</u> | <u>1,195,454</u> | <u>446,986</u> | <u>7,479,006</u> | <u>6,281,772</u> |
| Depreciation and amortization | 322,358 | - | - | 322,358 | 340,227 |
| Interest | 28,519 | 23,689 | - | 52,208 | 56,280 |
| | <u>350,877</u> | <u>23,689</u> | <u>-</u> | <u>374,566</u> | <u>396,507</u> |
| <i>Total expenses</i> | <u>\$ 6,187,443</u> | <u>\$ 1,219,143</u> | <u>\$ 446,986</u> | <u>\$ 7,853,572</u> | <u>\$ 6,678,279</u> |

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

STATEMENTS OF CASH FLOWS

Years Ended December 31, 2021 and 2020

| | 2021 | 2020 |
|---|---------------------|---------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Increase in net assets | \$ 1,235,647 | \$ 509,752 |
| Adjustments to reconcile increase in net assets to net cash provided by operating activities: | | |
| Depreciation | 319,920 | 337,776 |
| Amortization of loan costs | 2,437 | 2,451 |
| Gifts restricted for endowment | (83,540) | (2,000) |
| Gifts restricted for capital campaign | (2,500) | (87,612) |
| Reinvested interest and dividends | (51,512) | (42,381) |
| Bad debt and change in allowance for uncollectible contributions receivable | 41,275 | 5,759 |
| Net realized and unrealized gain on investments | (349,795) | (244,298) |
| (Increase) decrease in grants, accounts and contributions receivable | (443,870) | 120,769 |
| Increase in prepaid expenses | (7,163) | (32,769) |
| Increase (decrease) in accounts payable | 20,470 | (3,776) |
| Increase (decrease) in accrued liabilities | 25,797 | (103,473) |
| Decrease in contract liabilities - deferred revenue | - | (405) |
| Increase (decrease) in funds held for others | (75,000) | 75,000 |
| <i>Net cash provided by operating activities</i> | <u>632,166</u> | <u>534,793</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Purchase of property and equipment | - | (38,358) |
| Proceeds from sale of investments | 1,217 | 11,197 |
| Purchases of investments | (84,754) | (14,462) |
| <i>Net cash used in investing activities</i> | <u>(83,537)</u> | <u>(41,623)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Borrowings from long-term debt | - | 5,523 |
| Repayments on long-term debt | (101,616) | (107,656) |
| Debt issuance costs | - | (4,039) |
| Loan fees expensed | - | 7,563 |
| Gifts restricted for endowment | 83,540 | 2,000 |
| Gifts restricted for capital campaign | 2,500 | 87,612 |
| <i>Net cash used in financing activities</i> | <u>(15,576)</u> | <u>(8,997)</u> |
| <i>Net increase in cash</i> | 533,053 | 484,173 |
| Cash, beginning of year | 1,270,037 | 785,864 |
| <i>Cash, end of year</i> | <u>\$ 1,803,090</u> | <u>\$ 1,270,037</u> |

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.**STATEMENTS OF CASH FLOWS (CONTINUED)****Years Ended December 31, 2021 and 2020**

| | 2021 | 2020 |
|--|-------------|-------------------|
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION | | |
| Cash paid for interest | \$ 52,208 | \$ 56,280 |
| SUPPLEMENTAL SCHEDULE OF NONCASH FINANCING ACTIVITIES | | |
| Repayments of debt | \$ - | \$ 462,133 |
| Less: refinancing of debt | - | 354,477 |
| Cash repayments of debt | <u>\$ -</u> | <u>\$ 107,656</u> |
| Debt additions | \$ - | \$ 360,000 |
| Less: refinancing of debt | - | 354,477 |
| Cash debt additions | <u>\$ -</u> | <u>\$ 5,523</u> |

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 1. Nature of Activities

Boys and Girls Clubs of Central New Hampshire, Inc. ("the Club") provides program and club activities for children in the areas surrounding Concord, Andover, Sutton, Warner, Weare, Suncook, the Lakes Region, Franklin, Eastman, Holderness School, Epsom, Hopkinton, Laconia, Belmont, and Alton. These activities are conducted throughout the year as after school club activities and summer day camp activities.

Note 2. Summary of Significant Accounting Policies

Basis of accounting: The financial statements of the Club are prepared on the accrual basis; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Net assets: The Club reports information regarding its financial position and activities according to two categories of net assets: net assets with donor restrictions and net assets without donor restrictions. Descriptions of these net asset categories are as follows:

Net assets without donor restrictions: Net assets without donor restrictions are available for use at the discretion of the Board of Directors and/or management for general operating purposes. From time to time the Board of Directors designates a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion.

Net assets with donor restrictions: Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions and also includes the accumulated appreciation and depreciation related to donor-restricted endowment funds.

The Club reports gifts of cash and other assets as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions.

Some net assets with donor restrictions include a situation that assets provided be maintained permanently (perpetual in nature) while permitting the Club to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy.

See Note 10 for more information on the composition of net assets with donor restrictions.

Estimates and assumptions: Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Accordingly, actual results may differ from estimated amounts.

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.**NOTES TO FINANCIAL STATEMENTS**

Contributions: The Club recognizes contributions received and made, including unconditional promises to give, as revenue in the period received or made. Contributions received are reported as either revenues without donor restrictions or revenues with donor restrictions. Contributions with donor restrictions that are used for the purposes specified by the donor in the same year as the contribution is received are recognized as revenues with donor restrictions and are reclassified as net assets released from restrictions in the same year. Promises to contribute that stipulate conditions to be met before the contribution is made are not recorded until the conditions are met. There were no conditional promises to give for the years ended December 31, 2021 or 2020.

Property and equipment: Property and equipment are recorded at cost, or in the case of donated assets, at fair value. Maintenance, repairs and minor renewals are expensed as incurred. Purchases, renewals and betterments in excess of \$5,000 are capitalized. Provision for depreciation is made using the straight-line method by annual charges calculated to absorb the costs over the following estimated useful lives:

| | Years |
|--|-------|
| Building and improvements | 10-40 |
| Program equipment | 5-10 |
| Motor vehicles | 5 |
| Software | 3 |
| Office equipment, furniture and fixtures | 5-10 |

Cash and cash equivalents: For purposes of reporting cash flows, the Club considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. As of December 31, 2021 and 2020, the Club had no cash equivalents.

Investments: The Club carries investments in marketable securities at their fair values in the statements of financial position. Purchased and gifted securities are recorded at fair value on the date of the acquisition and gifted securities are net of any brokerage fees.

Realized and unrealized gains and losses on securities in the investment portfolio are allocated to each class of net assets on a specific-identification basis and are included in the accompanying statement of activities and changes in net assets.

Accounts receivable and contributions receivable: Accounts receivable and contributions receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to an allowance based on its assessment of the current status of individual accounts.

Balances that are still outstanding after management has used reasonable collection efforts are considered bad debt expense and are adjusted accordingly.

Income taxes: The Club is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Club is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

The Club adopted the provision of FASB ASC 740, Accounting for Uncertainty in Income Taxes. Accordingly, management evaluated the Club's tax positions and concluded the Club had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Club is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2018.

Advertising costs: The Club expenses all advertising costs as incurred. Advertising costs amounted to \$54,775 and \$9,600 for the years ended December 31, 2021 and 2020, respectively.

Functional allocation of expenses: The costs of providing program and supporting activities have been summarized on a functional basis in the statement of activities and changes in net assets. The statement of functional expenses present expenses by function and natural classification. Expenses directly attributable to a specific functional area are reported as expenses of those functional areas, while indirect costs that benefit multiple functional areas have been allocated based on the square footage used by the various functional areas.

Recent accounting pronouncements: In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842). This standard replaces the current guidance with regards to accounting for leases found in Leases (Topic 840) and will be effective, with the issuance of ASU No. 2020-05, in 2022 for private companies. Under ASC 842, a lessee will recognize a lease liability for all long-term leases equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) can apply a modified retrospective method of adoption or can adopt the transition alternative. Management has not yet quantified the impact on the financial position of the Company.

Note 3. Revenue Recognition

The Club recognizes revenue from contracts with its customers utilizing the following steps:

- Identifying the contract with the customer
- Identifying the performance obligation under the contract
- Determining the transaction price
- Allocating the transaction price to performance obligations, if necessary
- Recognizing revenue as performance obligations are satisfied

The Club's revenue mainly consists of contracts for childcare, before and after school programs, and summer camp. The contracts require a weekly fee. Performance obligations related to these contracts are satisfied over time as the children receive the services over the course of the week.

The Club does not have any significant financing components as payments on contracts are received before or during the period services are provided.

Performance obligations: For performance obligations related to childcare, the revenue is recognized equally over the period of the childcare services. Parents pay weekly or daily for after school, remote learning, or before school programs. Parents pay weekly for summer camp programs.

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Significant judgements: Estimated amounts are included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Variable consideration includes scholarships and state assistance. Estimates of variable consideration are estimated based upon historical information and require significant judgment.

Contract balances: Contract assets consists of accounts receivable for childcare provided before year end but for which payment has not been received. Contract assets are presented on the statements of financial position as "Contract assets - accounts receivable, net of allowance for doubtful accounts." Contract liabilities include deferred revenue from advanced payments and is presented on the statements of financial position as "Contract liabilities - deferred revenue."

Note 4. Concentration of Credit Risk

The Club maintains its cash at local financial institutions. The Club's accounts are insured up to \$250,000 per depositor at each financial institution. Amounts in excess of federally insured limits approximated \$1,045,000 at December 31, 2021.

Note 5. Contributions Receivable

Unconditional promises to give are included in the financial statements as contributions receivable and revenue of the appropriate net asset category. Contributions receivable expected to be received beyond one year are recognized at fair value using present value techniques and a discount rate of 4%.

Unconditional promises to give are expected to be realized in the following periods at December 31, 2021:

| | Capital Campaign | | Total |
|--------------------------------------|-----------------------------|-----------------------------|-----------------------------|
| | Contributions Receivable | Contributions Receivable | Contributions Receivable |
| In one year or less | \$ 3,453 | \$ 319,879 | \$ 323,332 |
| Between one year and five years | 2,500 | 330,959 | 333,459 |
| In five years or more | | 11,948 | 11,948 |
| | 5,953 | 662,786 | 668,739 |
| Less allowance for doubtful accounts | (750) | (66,120) | (66,870) |
| Less present value discount | (97) | (28,615) | (28,712) |
| <i>Total</i> | <u>\$ 5,106</u> | <u>\$ 568,051</u> | <u>\$ 573,157</u> |

At December 31, 2021, approximately fourteen percent of total undiscounted contributions receivable, or \$85,710, represents promises to give by board members and employees.

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Unconditional promises to give are expected to be realized in the following periods at December 31, 2020:

| | Capital Campaign | | Total |
|--------------------------------------|-----------------------------|-----------------------------|-----------------------------|
| | Contributions Receivable | Contributions Receivable | Contributions Receivable |
| In one year or less | \$ 2,500 | \$ 328,334 | \$ 330,834 |
| Between one year and five years | 5,953 | 316,920 | 322,873 |
| In five years or more | | 23,500 | 23,500 |
| | 8,453 | 668,754 | 677,207 |
| Less allowance for doubtful accounts | (750) | (66,120) | (66,870) |
| Less present value discount | (285) | (29,767) | (30,052) |
| <i>Total</i> | <u>\$ 7,418</u> | <u>\$ 572,867</u> | <u>\$ 580,285</u> |

At December 31, 2020, approximately fourteen percent of total undiscounted contributions receivable, or \$93,700, represents promises to give by board members and employees.

Note 6. Property and Equipment

| December 31, | 2021 | 2020 |
|--|---------------------|---------------------|
| Building and improvements | \$ 10,227,190 | \$ 10,227,190 |
| Program equipment | 154,186 | 154,186 |
| Motor vehicles | 85,875 | 85,875 |
| Software | 36,672 | 36,672 |
| Office equipment, furniture and fixtures | 343,156 | 343,156 |
| <i>Total property and equipment</i> | <u>10,847,079</u> | <u>10,847,079</u> |
| Less accumulated depreciation | 3,523,016 | 3,203,096 |
| <i>Total property and equipment, net</i> | <u>\$ 7,324,063</u> | <u>\$ 7,643,983</u> |

Note 7. Funds Held for Others

During the year ended December 31, 2020, the Club received funds from the State of New Hampshire to distribute to other nonprofits. These funds were not distributed by December 31, 2020 and were a liability on the statements of financial position as funds held for others. During the year ended December 31, 2021, these funds were distributed.

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 8. Line-of-Credit, Long-Term Debt and Pledged Assets

During September 2013, the New Hampshire Health and Education Facilities Authority (the Issuer) issued \$3,000,000 of Boys & Girls Clubs of Greater Concord Issue, Series 2013 Revenue Bond, on behalf of the Boys and Girls Clubs of Central New Hampshire, Inc., pursuant to a loan agreement between the Issuer, the Boys and Girls Clubs of Central New Hampshire, Inc., and the Bank of New Hampshire (the Purchaser). The proceeds were used for renovations to the Bradley Street building. The interest on borrowings are at 2.89% (10 year FHLB + 0.30% adjusting every 5 years with the next adjustment date of September 1, 2023). The bond requires monthly principal and interest payments of \$7,438.

The Club is required to maintain minimum debt service coverage based on increase in net assets to debt service requirement for the fiscal year, tested annually.

| | 2021 | 2020 |
|--|---------------------|---------------------|
| Bond payable, collateralized by all business assets, with interest at 2.89% (effective rate at 8.55%), presented on the statements of financial position net of unamortized debt issuance costs of \$17,592 for 2021 and \$19,192 for 2020, due September 2033 | \$ 787,133 | \$ 852,312 |
| Construction note payable, presented on the statements of financial position net of unamortized debt issuance costs of \$5,273 for 2021 and \$5,740 for 2020 (see additional details below) | 297,655 | 308,785 |
| Construction note payable, presented on the statements of financial position net of unamortized debt issuance costs of \$982 for 2021 and \$1,084 for 2020 (see additional details below) | 173,220 | 179,720 |
| Vehicle loan, collateralized by vehicle, with interest at 1%, requiring monthly principal and interest payments of \$376, due January 2021 | - | 816 |
| Note payable, with interest at 4.00%, presented on the statements of financial position net of unamortized debt issuance costs of \$3,702 for 2021 and \$3,971 for 2020 | 337,615 | 355,607 |
| | <u>1,595,623</u> | <u>1,697,240</u> |
| Less portion payable within one year | 104,500 | 93,293 |
| Less unamortized debt issuance costs | 27,549 | 29,987 |
| <i>Total long-term debt</i> | <u>\$ 1,463,574</u> | <u>\$ 1,573,960</u> |

During the year ended December 31, 2016, the Club entered into a non-revolving line-of-credit to fund the construction of a new building for the Suncook location with maximum borrowings up to \$800,000 during a thirty-six-month period. Interest on borrowings is at the fixed rate of 2.99% for the first ten years then the interest rate will be based on the ten-year Classic Advance Rate of the Federal Home Loan Bank of Boston plus 1.75%. During the year ended December 31, 2019, the non-revolving line-of-credit converted into a 22-year loan. The outstanding balance amounted to \$297,655 and \$308,785 at December 31, 2021 and 2020, respectively.

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.**NOTES TO FINANCIAL STATEMENTS**

During the year ending December 31, 2016, the Club entered into a non-revolving line-of-credit to fund the renovations of the Laconia location with maximum borrowings up to \$400,000 during a thirty-six-month period. Interest on borrowings is at the fixed rate of 2.68% for the first five years then the interest rate will be based on the five-year Classic Advance Rate of the Federal Home Loan Bank of Boston plus 1.75%. During the year ended December 31, 2019, the non-revolving line-of-credit converted into a 22-year loan. The outstanding balance amounted to \$173,220 and \$179,720 at December 31, 2021 and 2020, respectively.

During the year ending December 31, 2020, the Club refinanced debt that was acquired during the LRCCS merger in fiscal year 2019 for a bank note for 15 years for \$360,000. The refinanced debt had a balance of \$354,477 when it was refinanced. Interest on borrowings is at the fixed rate of 4.00% for the first five years then the interest rate will be based on the five-year Classic Advance Rate of the Federal Home Loan Bank of Boston plus 1.75%. The loan requires monthly payments of interest and principal of \$2,673 for the first five years and then a variable payment for the remainder of the loan. The outstanding balance amounted to \$337,615 and \$355,607 at December 31, 2021 and 2020, respectively.

The Club has a \$500,000 line-of-credit agreement with interest at prime rate (3.25% at December 31, 2021), collateralized by the Bradley Street building and all business assets with an annual review date of October 31. During the year ended December 31, 2020, the line of credit was increased from \$200,000 to \$500,000. There was no outstanding balance on this line-of-credit at December 31, 2021 and 2020.

Maturities of long-term debt are as follows:

| <u>Year ending December 31,</u> | |
|---------------------------------|---------------------|
| 2022 | \$ 104,500 |
| 2023 | 107,774 |
| 2024 | 111,153 |
| 2025 | 114,640 |
| 2026 | 118,057 |
| Thereafter | 1,039,499 |
| <i>Total</i> | <u>\$ 1,595,623</u> |

Note 9. Endowment Funds and Net Assets

The Club's endowment consists of five funds established for general operating support, scholarships, the Lakes Region site, the Concord Teen Center, and the Lakes Region Child Care Center. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law: The Club is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and, thus, classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the Board of Directors appropriates such amounts for expenditures. Most of those net assets are also subject to purpose restrictions that must be met before reclassifying those net assets to net assets without donor restrictions.

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

The Board of Directors of the Club has interpreted UPMIFA as not requiring the maintenance of purchasing power of the original gift amount contributed to an endowment fund unless a donor stipulates the contrary.

As a result of this interpretation, when reviewing its donor-restricted endowment funds, the Club considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Club has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law. Additionally, in accordance with UPMIFA, the Club considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the fund, (2) the purposes of the organization and the donor-restricted endowment fund, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the organization, and (7) the investment policies of the Club.

Underwater Endowment Funds: From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Club to retain as a fund of perpetual duration. There were no deficiencies of this nature that are reported in net assets without donor restrictions as of December 31, 2021 and 2020.

Investment Return Objectives, Risk Parameters and Strategies: The Club has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk.

Endowment assets are invested in a well-diversified asset mix that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to yield an annual distribution of 4.75%, while growing the funds if possible. Therefore, the Club expects its endowment assets, over time, to maintain purchasing power of the endowment assets and provide additional real growth through investment return. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

Spending Policy: The Club has a policy of appropriating for distribution each year 4.75% of its endowment fund's three-year average market value of the pooled investment portfolio at the beginning of the calendar year in which the distribution is planned. During the years ended December 31, 2021 and 2020, the Club's board voted to not take the distribution.

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Endowment net asset composition by type of fund as of December 31, 2021 is as follows:

| | Net Assets Without Donor Restrictions | Net Assets With Donor Restrictions | Total |
|----------------------------------|---|--|---------------------|
| Donor-restricted endowment funds | \$ - | \$ 1,882,414 | \$ 1,882,414 |
| Board-designated endowment funds | 1,113,260 | - | 1,113,260 |
| | <u>\$ 1,113,260</u> | <u>\$ 1,882,414</u> | <u>\$ 2,995,674</u> |

Changes in the endowment net assets as of December 31, 2021 are as follows:

| | Net Assets Without Donor Restrictions | Net Assets With Donor Restrictions | Total |
|---|---|--|---------------------|
| Endowment net assets, December 31, 2020 | \$ 928,538 | \$ 1,600,421 | \$ 2,528,959 |
| Investment return: | | | |
| Investment income | 12,164 | 26,352 | 38,516 |
| Contributions | - | 83,540 | 83,540 |
| Net appreciation (realized and unrealized) | 172,558 | 172,101 | 344,659 |
| | <u>184,722</u> | <u>281,993</u> | <u>466,715</u> |
| Investment return, net | | | |
| Endowment net assets, December 31, 2021 | <u>\$ 1,113,260</u> | <u>\$ 1,882,414</u> | <u>\$ 2,995,674</u> |

Endowment net asset composition by type of fund as of December 31, 2020 is as follows:

| | Net Assets Without Donor Restrictions | Net Assets With Donor Restrictions | Total |
|----------------------------------|---|--|---------------------|
| Donor-restricted endowment funds | \$ - | \$ 1,600,421 | \$ 1,600,421 |
| Board-designated endowment funds | 928,538 | - | 928,538 |
| | <u>\$ 928,538</u> | <u>\$ 1,600,421</u> | <u>\$ 2,528,959</u> |

Changes in the endowment net assets as of December 31, 2020 are as follows:

| | Net Assets Without Donor Restrictions | Net Assets With Donor Restrictions | Total |
|---|---|--|---------------------|
| Endowment net assets, December 31, 2019 | \$ 800,294 | \$ 1,455,715 | \$ 2,256,009 |
| Investment return, net | 128,244 | 142,706 | 270,950 |
| Contributions | - | 2,000 | 2,000 |
| Endowment net assets, December 31, 2020 | <u>\$ 928,538</u> | <u>\$ 1,600,421</u> | <u>\$ 2,528,959</u> |

BOYS AND GIRLS CLUBS OF CENTRAL-NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 10. Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes or periods:

| December 31, | 2021 | 2020 |
|---|---------------------|---------------------|
| Subject to expenditure for specified purpose or period: | | |
| Building and improvements at various sites | \$ 5,660 | \$ 1,660 |
| Time restricted grants and contributions receivable | 480,895 | 485,051 |
| College and other scholarships | 247,522 | 188,277 |
| Employee incentives | 51,514 | - |
| Infant programs | 4,015 | 4,015 |
| Teen Center programs | 111 | 111 |
| Technology, computers, and robotics | 2,300 | 300 |
| Healthy Eating Program | 703 | 703 |
| For the Love of Dance | 9,015 | 9,015 |
| Music and art programs | 1,433 | 433 |
| Various other programs and purposes | 28,241 | 340 |
| <i>Total subject to expenditure for specified purpose or period:</i> | 831,409 | 689,905 |
| Endowments subject to the Club's spending policy and appropriation: | | |
| Investments in perpetuity (original amounts of \$1,253,808 in 2020 and \$1,251,808 in 2019), which once appropriated, is expendable to support any activities of the Club | 1,882,414 | 1,600,421 |
| <i>Total net assets with donor restrictions</i> | <u>\$ 2,713,823</u> | <u>\$ 2,290,326</u> |

Note 11. Net Assets without Donor Restrictions

The Club's net assets without donor restrictions is comprised of the following:

| December 31, | 2021 | 2020 |
|--|---------------------|---------------------|
| Undesignated | \$ 7,813,057 | \$ 7,185,629 |
| Board designated for endowment | 1,113,260 | 928,538 |
| <i>Total net assets without donor restrictions</i> | <u>\$ 8,926,317</u> | <u>\$ 8,114,167</u> |

Note 12. Operating Lease for Land

The Club leases land where its operating facility is built under a non-cancelable operating lease with the City of Concord, New Hampshire. The lease expires in April 2053 and may be renegotiated for continuance beyond the termination date subject to the mutual agreement of the Club and the City of Concord. The agreement requires that the Club continue operating in its current capacity but requires no rental payments.

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 13. Liquidity and Availability of Resources

The following reflects the Club's financial assets as of the statements of financial position date, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statements of financial position. Amounts not available include amounts set aside for long-term investing in the board designated endowment that could be drawn upon if the governing board approves that action. However, amounts already appropriated from either the donor-restricted endowment or board designated endowment for general expenditure within one year of the statements of financial position have not been subtracted as unavailable.

| December 31, | 2021 | 2020 |
|---|--------------|--------------|
| Cash | \$ 1,803,090 | \$ 1,270,037 |
| Accounts receivable, net of allowance | 116,751 | 174,299 |
| Contributions receivable, net of discount and allowance | 573,157 | 580,285 |
| Grants receivable | 473,033 | 5,762 |
| Investments | 3,076,668 | 2,591,824 |
| <i>Total financial assets available within one year</i> | 6,042,699 | 4,622,207 |
| Less those unavailable for general expenditures within one year, due to: | | |
| Contractual or donor-imposed restrictions: | | |
| Restricted by donor with time or purpose restrictions | (831,409) | (1,036,518) |
| Subject to appropriation and satisfaction of donor restrictions | (1,882,414) | (1,253,808) |
| Board designations: | | |
| Board designated endowment | (1,113,260) | (928,538) |
| <i>Financial assets available to meet cash needs for general expenditures within one year</i> | \$ 2,215,616 | \$ 1,403,343 |

The Club is substantially supported by restricted contributions. Because a donor's restriction requires resources to be used in a particular manner or in a future period, the Club must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for general expenditure within one year.

As part of the Club's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Club has a board designated endowment of \$1,113,260. Although the Club does not intend to spend from its board designated endowment other than amounts appropriated for general expenditure as part of its annual budget approval and appropriation process, amounts from the board designated endowment could be made available if necessary.

As more fully described in Note 8, the Club also has a committed line-of-credit in the amount of \$500,000, which it could draw upon in the event of an unanticipated liquidity need.

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 14. Retirement Benefits

The Club has an Employee Contributory Tax Deferred Annuity Plan for employees who have at least 1,000 consecutive hours of service in a twelve-month time period. The Club contributes for eligible employees, on a biweekly basis, a total of 3% of their compensation.

Employees will be 33% to 100% vested based on years of service ranging from one to three years. The Club's contribution under this plan for the years ended December 31, 2021 and 2020, respectively, were \$62,670 and \$75,100.

Note 15. Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy are as follows:

- Level 1 - Inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at the level 1 fair value generally are securities listed in active markets, certificates of deposit and certain money market accounts.
- Level 2 - Inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 - Inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option-pricing models, discounted cash flow models, and similar techniques.

All assets have been valued using a market approach and have been consistently applied. There were no changes in the valuation techniques during the current year. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets. Prices may be indicated by pricing guides, sales transactions, market trades, or other sources.

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Financial assets carried at fair value on a recurring basis consist of the following at December 31, 2021:

| | Level 1 | Level 2 |
|--|---------------------|-------------|
| Mutual funds | \$ 19,807 | \$ - |
| Cash/ money market accounts | 129,871 | - |
| Fixed income securities and index shares | 1,876,116 | - |
| Alternative - Commodity Fund | 84,972 | - |
| Corporate bonds | | - |
| Equities | 965,902 | - |
| <i>Total</i> | <u>\$ 3,076,668</u> | <u>\$ -</u> |

Financial assets carried at fair value on a recurring basis consist of the following at December 31, 2020:

| | Level 1 | Level 2 |
|--|---------------------|-----------------|
| Mutual funds | \$ 16,875 | \$ - |
| Cash/ money market accounts | 218,316 | - |
| Fixed income securities and index shares | 1,545,032 | - |
| Alternative - Commodity Fund | 36,376 | - |
| Corporate bonds | - | 9,165 |
| Equities | 766,060 | - |
| <i>Total</i> | <u>\$ 2,582,659</u> | <u>\$ 9,165</u> |

GAAP requires disclosure of an estimate of fair value of certain financial instruments. The Club's significant financial instruments are cash, notes payable and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

Note 16. Contributed Goods, Services and Use of Facilities

The Club records various types of in-kind contributions. Contributed services are recognized at fair value if the services received (a) create or enhance long-lived assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

Contributions of tangible assets are recognized at fair value when received. The amounts reflected in the accompanying financial statements as in-kind contributions are offset by like amounts included in expenses.

The Club received the following in-kind contributions for the years ended December 31, 2021 and 2020:

| December 31, | 2021 | 2020 |
|----------------------------------|-------------------|-------------------|
| Dinner program food and supplies | \$ 133,083 | \$ 110,815 |
| Use of facilities | 171,100 | 169,776 |
| Other goods and services | 121,370 | 21,585 |
| <i>Total</i> | <u>\$ 425,553</u> | <u>\$ 302,176</u> |

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 17. Commitments

During the year ended June 30, 2012, the Club entered into a contract with the Concord School District ("the District"). Under the terms of the contract, the District provides the Club with the use of classrooms and access to other facilities as needed for monthly payments of \$1,000. The Club is required to work with the District to serve the afterschool needs of the school population ages 6 and up and implement an after school program. Currently, the contract is extended annually. The Club and the District reserve the right to opt out of the agreement. During June 2019, there was an addition to this lease for the Eastman School and during the year ended 2021, this lease was further expanded. The monthly rental payment for the Eastman School is \$3,200. Due to COVID-19 the Concord School District forgave the Club's lease payments for the months that the Club was not using their facilities.

During the year ended December 31, 2020, the Club entered into a 36-month lease agreement, with NHTI - Concord's Community College, to lease and operate the Child and Family Development Center on Campus. Monthly rental payments of \$4,000 are due through June, 2023.

The Club leases three other facilities on a month to month basis with rental payments totaling \$2,826 monthly.

The Club holds leases and other operating agreements with twenty cities and towns throughout Central New Hampshire. These agreements specify that certain towns will waive rent, pay rent on behalf or provide space to the Club in exchange for serving youth members of the Club at these locations. These agreements range in length of annual renewal and a period of 99 years with the longest agreement expiring in April, 2113. Under the terms of certain of these agreements, the towns also agree to pay for landscaping, grounds maintenance, utilities and other costs of the property. Certain agreements provide specific care requirements, mainly related to minimum staff to student ratio of 1:15. These transactions are recorded as in-kind rent contributions and expense.

The Club has six vehicle lease agreements for buses with monthly payments ranging from \$1,065 to \$2,007. Two of the leases expire in the year ending December 31, 2023, three in the year ending 2024, and one in the year ending 2025. Lease expenses amounted to \$99,283 and \$51,896 for the years ended December 31, 2021 and 2020, respectively. Due to the spread of COVID - 19, the Club had their vehicle lease payments put on hold, during the year ended December 31, 2020.

The Club entered into a lease agreement for a copier in the year ending December 31, 2017. The term is for sixty months with monthly lease payments of \$180. During the year ended December 31, 2019, the Club merged with the Lakes Region Childcare Center services, Inc. Through this merger, the Club entered into a lease for a copier that expires in May 2022. Monthly lease expense related to this lease is \$354. Lease expenses for both copiers amounted to \$4,436 and \$6,416 for the years ended December 31, 2021 and 2020, respectively.

The future minimum lease payments due as of December 31, 2021 are as follows:

| <u>Year Ending December 31,</u> | |
|---------------------------------|-------------------|
| 2022 | \$ 199,456 |
| 2023 | 116,893 |
| 2024 | 48,531 |
| 2025 | 16,050 |
| <i>Total</i> | <u>\$ 380,930</u> |

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 18. Related Party Transaction

During the years ended December 31, 2021 and 2020 respectively, the Club paid professional fees to a board members' business organizations amounting to approximately \$119,655 and \$27,600 for services rendered.

Note 19. COVID-19 and Paycheck Protection Program

The COVID-19 pandemic has impacted and could further impact the Club's operations and the operations of the Club's customers and vendors. The extent of the impact of COVID-19 on the Club's operational and financial performance will depend on future developments, including the duration and spread of the outbreak and the impact on the Club's customers, employees, and vendors, all of which are uncertain and cannot be predicted.

In April 2020, the Club received \$721,100 in funds from the federal Paycheck Protection Program (PPP). The PPP is a loan designed to provide a direct incentive for small businesses to keep their workers on the payroll. SBA will forgive loans if all employees are kept on the payroll for the specified period of time and the money is used for payroll, rent, mortgage interest, or utilities. Any amounts not forgiven at the end of the program period convert into a loan with 1% interest, payable over 5 years. The AICPA released guidance on recording options and the Club has decided to record these funds under the government grant model (FASB ASC 958-605). The cash received under the PPP is recorded as a liability until the conditions are substantially met. When the Club has substantially met the conditions of the program and qualifying expenses are incurred, the cancellation of the liability is recorded as revenue. As of December 31, 2020, the Club had met conditions and incurred expenses to cover the entire amount. The PPP loan is recorded as income on the statement of activities and changes in net assets.

In February 2021, the Club received an additional \$713,479 in funds from the federal Paycheck Protection Program round 2 (PPP2). The PPP2 Loan proceeds were used to pay expenses permitted under the federal Paycheck Protection Program. The PPP2 Loan was forgiven during February 2022 and therefore has been recognized as a gain on debt extinguishment in accordance with FASB ASC 470.

In August 2020, the Club received \$663,400 in funds from the Child Care Recovery and Stabilization Program through the New Hampshire Department of Health and Human Services. The funds were to be used for increase workforce, safety costs related to COVID-19, and lost revenue due to COVID-19. In October 2020, the Club received additional funding totaling \$515,453 as part of round two and supplemental funding.

In December 2020, the Club received two New Hampshire Empower Youth Program COVID-19 grants through the New Hampshire Department of Health and Human Services totaling \$37,500. The grants are designed to benefit middle-and high school aged youth, particularly those who are considered vulnerable by providing positive experiences to combat negative effects of social isolation, engagement in substance misuse, or child neglect exasperated by the COVID-19 outbreak. The funds were used as intended by year-end.

In March 2021, the Club was awarded \$444,381 in funds from the COVID Relief and Recovery Supplemental Appropriations Act through the New Hampshire Department of Health and Human Services. These funds were used to increase employee wages and for other programmatic operating costs impacted by the pandemic.

BOYS AND GIRLS CLUBS OF CENTRAL NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

In September 2021, the Club was awarded \$1,134,517 in funds from the Child Care Achieving Stabilization Program grant through the New Hampshire Department of Health and Human Services. These funds were used to provide employees incentives, cleaning and program supplies and lost income. At December 31, 2021, \$386,884 of this grant was due to the Club from the State of New Hampshire and is included in grants receivable on the statement of financial position.

Note 19. Self-Insurance

During the year ended December 31, 2021 the Club became self-insured for workers compensation. This self-insurance is currently being funded by premiums that are comparable to premiums set by outside insurance carriers. The self-insurance undergoes an actuarial review annually to determine adequate reserve funding as well as a rate study to ensure premiums are sufficient to cover anticipates claims and operating costs. Accordingly, it is reasonably possible that if the reserves are not sufficient to cover all claims, an assessment will be made in addition to premiums paid.

Note 20. Reclassifications

Certain reclassification have been made to the December 31, 2021 financial statement presentation to correspond to the current year's format. Net assets and changes in net assets were unchanged due to these reclassifications.

Note 21. Subsequent Events

The Club has evaluated subsequent events through October 24, 2022 the date which the financial statements were issued and have not evaluated subsequent events after that date. Early in 2022 the Club completed a merger with Penacook Community Center. As of January 2022, all of the members from the Penacook Community Center became members of the Club and operations of Penacook Community Center ceased. The merger included the community building in Penacook and related structures which are to be demolished and a new Club location is to be constructed by the Club. There were no additional subsequent events that would require disclosure in the financial statements for the year ended December 31, 2021.

Updated 4/2023

Boys & Girls Clubs of Central New Hampshire Board of Directors

| Officer | First Name | Last Name |
|------------|-------------|--------------|
| | Frank | Anzalone |
| | Alfred | Brisard |
| | Chris | Brown |
| Chair | Tom | Cook |
| | Leslie | Dick |
| | Cathy | Furlong |
| | Kathrine | Lacey |
| | Bertrand | Lefebvre |
| | Mary | Mattson |
| | Nancy | Mellitt |
| | John (Sean) | O'Connor |
| | Michael | Ricard |
| | Emily | Rice |
| Vice-Chair | Scott | Schermerhorn |
| Treasurer | Betsy | Segal |
| | David | Segal |
| | Cheryl | Tufts |
| Secretary | Steve | Winer |

| Job Title | Employer |
|--|---------------------------|
| Principal | Frank Anzelone Associates |
| President and CEO | Exacom |
| | New Hampshire |
| President | Distributors |
| President | Concord Litho |
| | Dartmouth Hitchcock |
| Physician | Medical Center |
| Educator | Retired |
| Attorney | Wescott Law |
| Principal | BC Investments |
| VP, Commercial Banking Team Lead | Bangor Savings Bank |
| | |
| Development Director | New Hampshire Food Bank |
| Physician | Concord Orthopaedics |
| Director of Alumni Relations | St. Paul's School |
| | City of Manchester |
| Attorney | Solicitor's Office |
| Managing Director, Sr Wealth Advisors | Mariner Wealth Advisors |
| Senior Lender | Community Loan Fund |
| President | Sanel NAPA |
| Retired | 3W design |
| Attorney | Orr & Reno |

JAMIE NADEAU

Professional Summary

Energetic and creative professional with over 19 years of experience working with underserved populations in a variety of settings. Dependable, self-motivated and hard working with proven team leadership, program development and implementation success. Passionate about providing people with opportunities to achieve personal growth.

Skills

- Senior Management
- Fundraising
- Program development, implementation and management
- Excellent interpersonal skills
- Community Outreach
- Contract development, management and oversight
- Effective conflict resolution
- Strong Organizational Skills

Experience

Project Director

March 2022-Present

ACROSS NH

- Provide leadership by developing and executing on program, organizational and financial plans
- Oversee processes such as hiring, ongoing staff development and performance management
- Collaborate with team to create an annual training plan
- Build and maintain strong relationships with staff, team, and community
- Actively advocate for the out of school time community
- Review requirements of the Technical Assistance and Training for School Age Child Care Providers contract
- Determine timeframe of project, funding confines and limitations, procedures for successfully meeting contract requirements, staffing, allotment of available resources, data collection to support grant outcomes.
- Establish work plan and staffing for each phase of project, coordinating assignment of project staff and team
- Prepare project reports for the Bureau of Child Development (BCD) and Head Start Collaboration (HSC) on a quarterly and annual basis
- Meet minimally quarterly, with the BCD and HSC contract monitor
- Respond to the RFP for this grant every 2 years or as determined by the contract's end date
- Plan and coordinate activities of ACROSS NH and the contract to ensure that goals and objectives of project are accomplished within prescribed timeframe and funding parameters
- Oversee the development of initiatives that meet the needs of the out of school time community
- Hire and supervise project staff for project implementation
- Provide program content expertise, including preparing and providing training workshops, facilitating cohorts, developing curricula, in-program consultation
- Work in close collaboration with the BCD and HSC, NHAN and out of school time stakeholders
- Network, maintain a membership in, and regularly attend meetings of state and regional organizations that are invested in children and afterschool programs
- Actively maintain a statewide presence with the out of school time community

Area Director

March 2020-March 2022

Community Integrated Services, Manchester, NH

- Responsible for oversight and growth of services offered to people served in three New Hampshire regions, encompassing 38 New Hampshire cities and towns.

- Secure funding with state agencies for residential and day services by contributing to the budget building and submission process.
- Hire, train and supervise a growing team of management level positions and oversight of Direct Support staff.
- Develop and maintain relationships with Senior Management, Mid-level management, Case Managers and other staff of multiple New Hampshire Area Agencies and Vendor Agencies.
- Recruit, train and support individuals and families to become Home Care Providers, providing a home for people with a variety of complex needs.
- Design and supervise a creative new management position to serve the needs of the entire agency.
- Coordinate service models for both day programs and residential programs to best meet the needs of the person receiving our services.

Opportunity Works, Newburyport, MA

Nov 2013- present

Director of Employment

Oct. 2018 – March 2020

- Manage annual budget in conjunction with agency financial expectations, collaborating with the CFO and agency accounting team. Responsible for monthly billing for all departments.
- Secure funding through writing requests for proposals to state agencies for day services.
- Hire and supervise employment team of Job Developers and Employment Specialists, Project SEARCH program and a community based CBDS program (Community Works). Support all teams to provide beneficial and quality services for all people supported.
- Build and maintain solid relationships with community entities and employers to grow program visibility, opportunity and community connections for programs' participants.
- Ensure the implementation of licensing and accreditation standards for agency policies, in compliance with the Commission on the Accreditation of Rehabilitation Facilities (CARF) and DDS licensing regulations.
- Create a positive, team-oriented, holistic and compassionate work environment, focusing on quality service delivery and program development.
- Manage agency contract with MRC (Massachusetts Rehab. Commission) and work collaboratively with multiple State Agencies' Directors and their teams to ensure appropriate level of support to people served.
- Ensure compliance with Department of Labor & Health and Safety regulations.

Project SEARCH Manager

April 2014 – Oct. 2018

- Collaborated with Project SEARCH International, Northern Essex Community College (NECC), state agencies and within agency to develop, implement and manage first Project SEARCH site at NECC.
- Developed a variety of internship sites at 3 NECC campuses (initially 9, to now over 30 sites).
- Provide hands on training and support to program participants and creatively implement Project SEARCH classroom vocational curriculum daily.
- Obtain competitive employment in the community for all program participants, in accordance with Project SEARCH International successful program outcomes.
- Creatively promote the program to local schools and community at large in order to recruit 9 new participants each year.
- Hire and supervise team of Campus Coordinator/Instructor, job developer and job coaches.
- Manage agency contract with MRC and budget for Project SEARCH.
- Supervise Program Manager of newly developed community based program (Community Works) and oversee operations to ensure programming provided quality, goal oriented services to the participants.

Aquatics Professional

Sept 2010 – Sept 2018

City of Portsmouth/Portsmouth Indoor Pool

- Job titles included, Office Assistant, Fundraising Campaign Team Lead, Swim Instructor, Water Fitness Instructor and Lifeguard.

- Organize and manage swim lesson registrations, pool scheduling, staff sub lists and coverage, create and distribute monthly pool newsletter and announcements.
- Fundraising and event planning for SIPP (Save the Indoor Portsmouth Pool), a 501(c)(3) non-profit organization through networking and marketing to local community businesses.
- Train new pool staff, monitor all staff American Red Cross certifications and assist with re-certifications.
- Assist in revising, publishing and implementing the Indoor Pool policies and procedures.
- Instruct group and private swim lessons; manage front desk, lifeguard and instruct group exercise classes as assigned.

Education and Credentials

University of New Hampshire – B.A. Psychology

- Business Minor
- Graduated Cum Laude

New Hampshire Afterschool Master Professional Credential

- Program Mentor
- Workshop Trainer

Awards

DDS Annual Provider Recognition Award Recipient

"Embraced the Ideals of Enhancing Community Membership"

Catherine Hazelton

SUMMARY

As a highly organized, responsible, and motivated professional with strong verbal and written communication skills, I am able to plan, manage and complete projects independently and on time. My leadership experience includes creating and presenting program improvement trainings and cohorts. I possess strong technology skills and administrative skills in long range planning, project management, and virtual training and communication.

PROFESSIONAL EXPERIENCE

Assistant Project Director

ACROSS NH (A Comprehensive Resource for Out-Of-Schooltime Staff), SERESC, Bedford, NH

- 2015 to Present
- NH Afterschool Master Professional Credential with Program Consultant, Workshop Trainer, and Leadership Endorsement
- School Age Care Environmental Rating Scale (SACERS) State Assessor
- Administrator of professional development opportunities, conferences, marketing, data, and communications

Owner/Administrator

Venture Out Services LLC, Brookline, NH

- 2013 – 2016
- Founder of virtual assistant company providing project management services

Kindergarten Teacher

Hollis Primary School, Hollis, NH

- 2010 - 2012

Kindergarten Care Program Creator and Teacher

Boys and Girls Club of Souhegan Valley, Milford, NH

- 2009 – 2010

Adjunct Faculty Professor

Nashua Community College, Education Department, Nashua, NH

- 2006 – 2009

Kindergarten Teacher

Hollis Academy for Children, Hollis, NH

- 2005 – 2006

First Grade Teacher

Duzine School, New Paltz, NY

- 2001 – 2004

Executive Assistant

NetPublications, Inc., Poughkeepsie, NY

- 2000 - 2001

First Grade Teacher

Gilmanton School, Gilmanton, NH

- 1995 – 2000

Art Teacher

Knox School, St. James, NY

- 1992 – 1993

AmeriCorps VISTA Volunteer

The Friends Program, Concord, NH

- 1991 – 1992
- Developed a comprehensive program for children and families living in a subsidized housing development
- Fundraised and implemented building of preschool library and neighborhood playground

EDUCATION

Lesley University Graduate School

M. Ed. Early Childhood Education; Cambridge, MA

Hartwick College

B.A. Anthropology; Oneonta, NY

- Study Abroad: Kenya and Tanzania

Noble and Greenough School

Diploma; Dedham, MA

Abigail J. Blodgett



Education

Master of Arts: Child Study and Human Development, Clinical-Developmental Health and Psychology
Tufts University, Medford, MA, In progress

Bachelor of Science: Early Childhood Studies, Early Care and Education
Plymouth State University, Plymouth, NH, December 2018

Associate of Science: Early Childhood Education,
NHTI -Concord's Community College, Concord, NH, May 2010

Advocacy, Mentorship, Leadership, Professional Development Experience

Social and Emotional Learning Project Coordinator, ACROSS NH, Bedford, NH, 4/2020 – Present

- Work collaboratively with ACROSS NH consultants to design and facilitate workshops and continuous professional development series for school-age professionals in the topic of Social, Emotional, and Mindfulness Learning
- Collaborate with professionals from other SERESC organizations on special projects
- Collaborate to provide training on using the SACERS tool for self-assessment, trains assessors in SACERS U
- Plan, implement, and delegate training to other consultants for OST Basics trainings
- Co-Author, "A Guide to Social and Emotional Learning for the Afterschool Professional"
- Lead a taskforce in constructing, "A Suspension and Expulsion Prevention Policy Guide for New Hampshire Afterschool Programs"

Consultant, ACROSS NH, Bedford, NH, 6/2019 – Present

- Plan and implement in-person and virtual professional development trainings for adults in the topics of Afterschool Basics Modules, ARTMatters, and Music and Movement
- Attend QRIS Taskforce and coaching workgroup meetings representing a voice of afterschool
- Assist in the revision of the Afterschool Basics Training Modules

Adjunct Faculty, NHTI – Concord's Community College, Concord, NH, 6/2021-Present

- Facilitate Afterschool Basics Eight Week Online Course using Canvas
- Participate in department meetings

Canvas Course Designer Supportive Role, Tufts University, Medford MA, January 2022

- Support faculty, Dr. John Hornstein in establishing canvas course page prior to semester start

Coach, QRIS Coaching Pilot, University of New Hampshire, Durham, NH, 7/2019–1/2020

- Work with individual teachers to implement coaching strategies to help teachers and program administration to identify specific, measurable, achievable, results-focused goals and to create plans to meet those goals in their classrooms and programs
- Coordinate schedules, facilitate communication, gather knowledge and materials to support participating teachers in meeting their self-identified goals

- Participate in meetings with project investigators, participating teachers, program administrators, and Early Childhood Environment Rating Scale – 3 coaches, assessors, and anchors

Practicum Student, Early Learning New Hampshire, Concord, NH, 2/2018-5/2018

- Assist directors with aspects of organizational work of the office, meetings, and hosted events
- Co-author advocacy piece with Dr. Marcia Blaine for Plymouth State University's monthly legislator newsletter regarding SparkNH and Early Learning New Hampshire
- Complete 100 hours of supervised work within these advocacy organizations

Early Childhood, School-Age Experience

Camp Coordinator, Staff Support, Lead Teacher East Side Learning Center, Concord, NH, 9/2005-12/2020, 6/2023 - Present

- Support staff, part-time, for summer programming. 2023
- Summer Camp Coordinator, 2019
 - Coordinate daily operations of school-age and preschool summer camp programs
 - Supervise staff, facilitate communication between staff, directors, children, and families, and coordinate resources to support staff in carrying out daily operations of the program
- Support staff in the application process for their early childhood and afterschool state credentials
- Assist director in planning and implementation of group trainings for adult learners
- Author State Licensing Required Continuity of Operations Plan (COOP) for center EOP update
- Lead Teacher of Kindergarten classroom from 2012 through 2016
- Build relationships with children, youth, families, and staff
- Plan and implement play-based and enrichment experiences for children ages 2.9 years – 12 years over a broad spectrum of content areas including Spanish, Music, Art, Science, and Math
- Facilitate various performance groups annually that include children's drama clubs in English and Spanish, children's choral performances and community caroling
- 12,000+ contact hours with children

Other Experience with Children, Youth, and Families

Private Piano Instructor, Concord NH, 9/2007 - Present

- Provide private piano instruction to children, youth, and adults in-person and virtually Organize piano recitals and events for students and families

Piano Instructor, Bedford Youth Performing Company, Bedford, NH, 8/2019-6/2021

- Provide individual piano instruction to students in-person and virtually
- Communicate with directors, teachers, students, and families regarding student progress, implementation of curriculum, and approaches to music instruction

Early Childhood Specialist, Roots Therapeutic Services, Canterbury NH, Summer 2022, and 2023

- Collaborate with Pediatric Occupational Therapist to provide social groups for pediatric OT participants ages 3 – 6 years.

Credentials, Training, Professional Activities, and Honors

- Reliable as an anchor - School-Age Environment Rating Scale Updated, August 2022
- Reliable as a coach and assessor - Early Childhood Environment Rating Scale – 3, Fall 2019
- Credentials held: NH ASDS Level 6, NH ASMP WT PM, ASA Level 3, NH ECT Level 6, NH ECMT Level 2, ECMP WT IM – Expiration May 25, 2025

- Practicum Cooperating Teacher for Students from NHTI, CCC, 2010-2011, 2012-2013, 2015-2016, cumulative 675+ hrs of supervision of practicum students
- Early Learning New Hampshire's Early Learning Champion Award, May 8th, 2018
- Margaret Kenyon Scholarship, Fall 2018
- Tuition Scholarship, Tufts University

Contractor Name
Key Personnel

| Name | Job Title | Salary Amount Paid from this Contract |
|---|--------------------|---------------------------------------|
| Jamie Nadeau | Executive Director | FY24 - \$102,976; FY25 - \$108,124 |
| Catherine Hazelton | Assistant Director | FY24 - \$79,521; FY25 - \$83,439 |
| Abigail Blodgett | SEL Coordinator | FY24 - \$61,282; FY25 - \$64,346 |
| Administrative Assistant (new position, need to hire) | | FY24 - \$36,777; FY25 - \$38,616 |
| | | |
| | | |