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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
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December 5, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families to amend an existing agreement with Teachers College, Columbia University, (Vendor # 164063), 525 West 120th Street, Box 151, New York, New York, 10027, for the provision of expert review and analysis of the draft New Hampshire Early Childhood Learning Standards, by extending the completion date from December 31, 2014 to February 28, 2015 with no change to the price limitation of \$99,999, effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on July 2, 2014 (Item #27). This is a zero cost amendment. 100% Federal Funds.

Funds are available for State Fiscal Year 2015 in the following account.

05-095-042-421110-29780000-102-500731-42117708 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD DEVELOPEMNT, CHILD CARE DVLP-QUALITY ASSURE

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	42117708	\$99,999
			Total:	\$99,999

EXPLANATION

The purpose of this amendment is to extend the contract completion date in order to allow the vendor enough time to complete the contract requirements. The extension will allow the vendor time to complete required review and analysis of the draft 2012 New Hampshire Early Childhood Learning Standards. The Department supports the request to extend the completion date of the contract

The review and analysis of the draft 2012 New Hampshire Early Childhood Learning Standards will ensure the standards are appropriate for infants and toddlers up to age thirty (30) months and that the standards can be used by multiple types of early childhood professionals.

The New Hampshire Early Childhood Learning Standards is used by early childhood professionals for:

- understanding the early learning and development status of individual children;
- choosing and individualizing early childhood curricula and learning activities; and
- choosing tools for developmental screening and assessment of young children.

Additionally, the New Hampshire Early Learning Standards is a tool designed to enhance communication between early childhood professionals.

The learning standards for children ages 30 months through 5 years were reviewed by Teachers College, Columbia University in 2013. Review of the learning standards for infants and toddlers was delayed at that time because the Department was waiting for enough federal funds to be available to complete the project.

The Federal Office of Child Care expects that every State has early childhood learning guidelines, also known as early childhood learning standards. New Hampshire published its first edition, New Hampshire Early Learning Guidelines, in 2005 for children birth through kindergarten. Since then, much has changed in the field of early childhood education regarding evidence-based early childhood learning standards. The current New Hampshire Early Learning Guidelines are significantly outdated and no longer have utility in child care programs and other early childhood settings.

In 2012, the New Hampshire Division for Children, Youth and Families, Child Development Bureau convened a cross-sector committee consisting of Department of Health and Human Services, Department of Education and private early childhood agency staff to revise the early childhood learning guidelines. The committee generated the draft 2012 New Hampshire Early Learning Standards.

The draft 2012 New Hampshire Early Learning Standards need to be reviewed by experts regarding the balance, thoroughness and progression of difficulty for the standards. To assure that these draft standards are appropriate for multiple uses with the State's youngest children, the vendor will conduct an analysis of the content of the draft 2012 Early Learning Standards for infants and toddlers.

The Teachers College, Columbia University was selected through a competitive bid process. The Department of Health and Human Services published RFP 15-DHHS-OHS-DCYF-09 on the Department's website on January 16, 2014 and republished as RFP 15-DHHS-OHS-DCYF-15 on March 14, 2014. Two (2) proposals were received and evaluated. Teachers College, Columbia University was selected as the vendor.

The Teachers College, Columbia University was the only proposal received that outlined a specific scientific method used to determine standards for early childhood education. Additionally, the selected vendor has created the most complete and validated process for reviewing State early learning standards. Furthermore the vendor has completed the needed reviews of early learning standards for other states. The Federal Office of Child Care has contracted with this vendor for training State Child Care Administrators on:

- how to develop early learning standards; and
- how to conduct evaluations regarding aligning state early learning standards with the Common Core Standards.

New Hampshire needs to assure that the revised early learning standards are a tool that all early childhood professionals can use with confidence. The State needs to ensure the standards are balanced, thorough and have accurate progressions of difficulty from each age group to the next.

Should Governor and Council not authorize this request, the State would not meet the Federal Office of Child Care expectations regarding differentiating learning and development expectations from ages birth through thirty (30) months and will be unable to have the New Early Learning Standards published because they have not been reviewed at the expert level to ensure accuracy and completeness.

Area Served: Statewide.

Source of Funds: 100% Federal Funds. Child Care and Development Block Grant Catalog of Federal Domestic Assistance # 93.575; Agency: Department of Health and Human Services; Office: Administration for Children and Families; Federal Award Identification Number G1401NHCCDF.

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

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Early Childhood Learning Standards Contract

This 1st Amendment to the Early Childhood Learning Standards contract (hereinafter referred to as "Amendment #1") dated this 2nd day of December, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Teachers College, Columbia University (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 525 West 120th Street, Box 151, New York, NY 10027.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 2, 2014 (Item #27), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Form P-37, Paragraph 18 and, the State may, make changes to the scope of work, payment schedules and terms and conditions of the contract by written agreement of the parties upon Governor and Executive Council approval;

WHEREAS the parties have agreed to extend the completion date of the contract with no change to the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:
February 28, 2015
2. Exhibit A, Scope of Services, Section 4.3.3, to read:
For twenty-four (24) months to thirty (30) months and thirty (30) months to thirty-six (36) months, no later than the contract completion date.
3. Exhibit A, Scope of Services, Section 4.4, to read:
The Contractor shall provide the written reports in Section 3, Reporting Requirements to the Department no later than the contract completion date.

New Hampshire Department of Health & Human Services
Early Childhood Learning Standards Contract

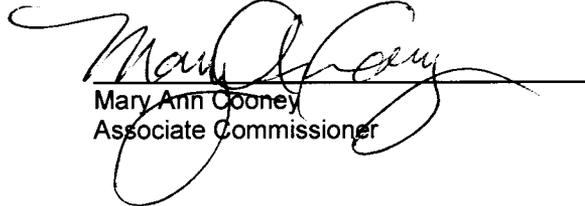


This amendment shall be effective upon the date of Governor and Executive Council approval.

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

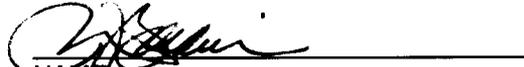
State of New Hampshire
Department of Health and Human Services

12/4/14
Date


Mary Ann Cooney
Associate Commissioner

Teachers College, Columbia University

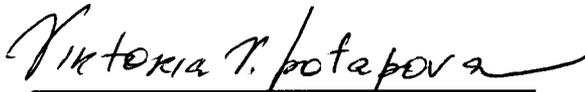
12.4.14
Date


NAME
TITLE **William J. Baldwin**
Vice Provost

Acknowledgement:

State of NEW YORK, County of NEW YORK on 12.4.14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace


Name and Title of Notary or Justice of the Peace

CA/DHHS/100213

VIKTORIA V. POTAPOVA
Notary Public, State of New York
No. 01PO6073488
Qualified in Westchester County
Commission Expires April 22, 2018

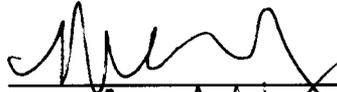
**New Hampshire Department of Health & Human Services
Early Childhood Learning Standards Contract**



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

OFFICE OF THE ATTORNEY GENERAL

12/10/14
Date


Name: Megan A. Yaffe
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

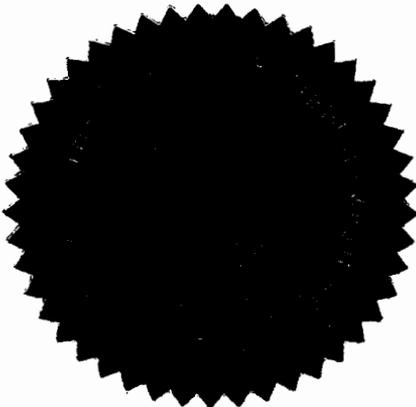
Date

Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Teachers College, Columbia University is a New Hampshire nonprofit corporation filed June 4, 2014. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of June, A.D. 2014

William M. Gardner
Secretary of State

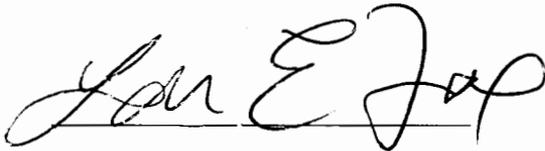
STATE OF NEW YORK

SS:

COUNTY OF NEW YORK

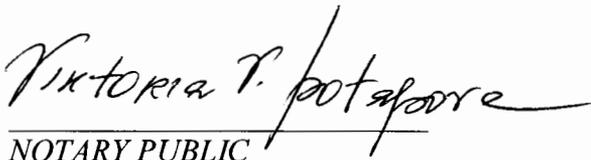
I, **LORI E. FOX**, being duly sworn, state that

1. I am an attorney admitted and practicing law in the State of New York.
2. I am General Counsel to Teachers College, Columbia University.
3. The attached document is a true and correct copy of the current Bylaw of Teachers College, Columbia University.
4. The Bylaws remain in full force and effect.
5. Pursuant to the Bylaws and Provost and Dean of College Thomas James's delegation of signature authority to Vice Provost, William Baldwin, Dr. Baldwin is authorized to sign the *State of New Hampshire Department of Health and Human Services Amendment #1 to the Early Childhood Learning Standards Contract on behalf of the College.*



LORI E. FOX

On the 4th day of DECEMBER in the year 2014 before me, the undersigned, personally appeared LORI E. FOX, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

VIKTORIA V. POTAPOVA
Notary Public, State of New York
No. 01PO6073488
Qualified in Westchester County
Commission Expires April 22, 2018

BYLAWS OF TEACHERS COLLEGE

Adopted April 28, 1942

Amended to December 3, 2009

ARTICLE I

THE TRUSTEES

Section 1. MEMBERS. The Trustees shall be composed of not less than fifteen nor more than forty persons, as shall be determined from time to time by the Trustees. The Trustees shall consist of incorporators of Teachers College (the "College"), their survivors and successors, and persons who shall be elected as provided in these Bylaws. Each Trustee shall serve without compensation.

Section 2. ELECTION. A Trustee shall be elected by vote of a majority of the Trustees at any regular meeting or at any special meeting called for that purpose. Each Trustee shall serve for a term of three years and shall serve without compensation. Upon the conclusion of a Trustee's term, the Trustee shall be eligible for re-election. The periods of service of the Trustees are to be fixed so that not more than fifteen terms will expire in any single year. Terms shall begin on May 1 of each year, but vacancies may be filled at other times as determined by the Trustees in accordance with Section 4 hereof. The President of the College (the "President") and the President of Columbia University, ex officio, shall be Trustees.

In addition, a Chair and one or more Vice Chairs of the Trustees shall be elected at the annual meeting of the Trustees each year by vote of a majority of the Trustees. Such election shall be a special order of business for such meeting. The Chair and the Vice Chair will hold their office for one year, and may be subsequently re-elected. If any vacancy shall occur during the term of such elected officer, the vacancy may be filled by the Trustees for the unexpired term at any regular meeting or at a special meeting called for that purpose. The Chair and Vice Chair shall serve without compensation.

Section 3. REMOVAL. Upon the filing and examination of a written complaint against a Trustee by a fellow Trustee for misconduct, incapacity or neglect of duty, a Trustee may be removed or suspended. Such removal or suspension requires the vote of a majority of the Trustees. However, all Trustees, including the Trustee accused of the misconduct, incapacity or neglect of duty, shall be given at least one week's notice prior to the vote. This section remains subject to any and all revisions, additions and amendments to the provisions of Article 5, Part I, Section 226 of the Education Law of New York.

Section 4. VACANCIES. A Trustee's position shall be considered vacant under the following circumstances: death, resignation, refusal to act, removal from office, expiration of term or in any other manner specified in Article 5, Part I, Subdivision 4 of Section 226 of the Education Law of New York. Furthermore, should any Trustee fail to attend three consecutive regular meetings without excuse accepted as satisfactory by a majority of the Trustees, such

Trustee shall be deemed to have resigned the position and the position shall be considered vacant.

In the event a Trustee is unable to serve his or her entire term for any reason, a new Trustee may be elected to serve the unexpired term.

In the event a Trustee position remains vacant for greater than one year or should a vacancy reduce the total number of Trustees to less than two-thirds of the required number of Trustees, the vacancies may be filled by The Regents of the University of the State of New York (the "Regents"). Furthermore, any Trustee shall be subject to removal by the Regents for misconduct, incapacity, neglect of duty or when the corporation fails to carry out its educational purposes. Prior to such Trustee(s)' removal, the Trustee(s) shall have a hearing before the Board of Regents or a committee thereof. The Trustee(s) shall be entitled to at least ten days notice of the time and place of the hearing.

This section remains subject to any and all revisions, additions and amendments to the provisions of Article 5, Part I, Subdivision 4 of Section 226 of the Education Law of New York.

Section 5. AUTHORITY AND POWERS. The Trustees shall constitute the members of the corporation. No person shall be admitted to membership therein except by election as a Trustee as herein provided, and membership shall terminate upon the termination of active service as a Trustee. The Trustees shall have and exercise all of the authority and power vested in or conferred on them or the Corporation of the Provisional Charter of 1889, the Permanent Charter of 1892, the Amendments of 1941, 1984, 1999 and 2008, and these Bylaws. Unless otherwise provided therein or by law or by the Agreement between Columbia University and the College dated January 20, 1966, they shall have and exercise all of the authority and powers conferred by Article 5, Part 1, Section 226 of the Education Law of New York upon trustees of every corporation created by the Regents, and any action taken by them as Trustees shall, when required, be deemed to have been taken by them as members of the Corporation. The authority and powers of the Trustees may be exercised by its members at meetings thereof, or by committees of its members as herein provided.

Section 6. HONORIFIC TRUSTEE TITLES.

Upon recommendation of the Committee on Trustees, a Trustee who has served with distinction for two or more terms may be elected by the Board as Trustee Emeritus. At the invitation of the Board, a Trustee Emeritus may attend meetings of the Board, but may not vote nor otherwise be considered a member of the Board.

Also, upon recommendation of the Committee on Trustees, a Trustee who may not have completed the length of service required to be eligible for election as an Emeritus Trustee, or a non-Trustee who has made significant contributions to the institution, may be elected by the Board as an Honorary Trustee.

ARTICLE II

MEETINGS AND QUORUM OF TRUSTEES

Section 1. REGULAR MEETINGS. Regular meetings of the Trustees may be held at any time pursuant to adjournment. Meetings shall be held at such time and place as may be designated by the Chair of the Trustees. The May meeting shall be designated as the annual meeting when annual Trustee elections shall occur.

Section 2. SPECIAL MEETINGS. Special meetings may be called at any time and place at the discretion of the Chair of the Trustees, the Vice Chair of the Trustees, or the President, and shall be called by the Chair of the Trustees upon the written request of three Trustees, which request shall be entered upon the minutes of the Trustees.

Section 3. NOTICE OF MEETINGS. A notice of the place, date, hour and person(s) calling the meeting shall be mailed by first class mail not less than ten nor more than twenty days before the day on which the meeting is to be held, to the usual address of each Trustee. A notice of a special meeting shall state the purpose thereof.

Section 4. QUORUM. Except as otherwise provided by law or by these Bylaws, fourteen (14) Trustees shall constitute a quorum for the transaction of business at any meeting of the Trustees, and a majority of such quorum shall decide any question that may come before the meeting unless otherwise provided in these Bylaws.

Section 5. If a quorum shall not appear at the place at which a meeting shall have been duly called, within half an hour from the time appointed for the meeting, the Trustees present may adjourn the meeting to a stated time and place, written notice of which shall be mailed to each member by the Secretary not later than two days after such adjournment. This notice after adjournment must comply with requirements of notice outlined in Section 3 of this Article.

Section 6. ORDER OF BUSINESS. The order of business at each meeting of the Trustees shall be determined by the Chair or by rules adopted therefore.

Section 7. ACTION WITHOUT A MEETING. Any action required or permitted to be taken by the Trustees or any Committee may be taken without a meeting if all the members of the Trustees or any Committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Trustees or any Committee shall be filed with the minutes of the proceedings of the Trustees or such Committee.

Section 8. PARTICIPATION BY TELEPHONE. Any one or more members of the Trustees or of a committee thereof may participate in a meeting of the Trustees or the committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

ARTICLE III

OFFICERS OF THE CORPORATION

Section 1. DESIGNATION AND APPOINTMENT. The officers of the Corporation shall include a Chair (or Co-Chairs) of the Trustees, one or more Vice Chairs of the Trustees, a President of Columbia University, a President, a Vice President for Academic Affairs, Provost and Dean of the College (who may be known as the “Vice President for Academic Affairs,” “Provost” or “Dean of the College”), a Vice President for Finance and Administration, a Vice President for Development and External Affairs, and a Secretary of the College.

The President of Columbia University shall exercise such supervision and direction of the College as prescribed by these Bylaws and the Statutes of the College.

The President shall be appointed by the Trustees with the advice and consent of the President of Columbia University and shall serve for such term as the Trustees may determine.

For the purposes of the above paragraph, the Chair shall appoint a search committee. Such committee shall be composed of, but not limited to, Trustees, Faculty, students and alumni all of whom shall be voting members of the committee. Any Faculty members serving on the committee shall be elected by the Faculty. All committee members shall act independently.

The Vice President for Academic Affairs, Provost and Dean of the College, the Vice President for Finance and Administration, the Vice President for Development and External Affairs, and the Secretary of the College shall be appointed by the Trustees on nomination of the President, after consultation with the Faculty and the College community, to serve during the pleasure of the Trustees.

Any of these officers may also be removed by the Trustees.

Section 2. THE CHAIR OF THE TRUSTEES. The Chair of the Trustees shall preside at meetings of the Trustees and perform the usual duties of a presiding officer. The Chair shall nominate members of all Committees, subject to election by the Board, and shall perform such other duties from time to time as may be authorized and directed by the Trustees.

Section 3. THE VICE CHAIR OF THE TRUSTEES. In the absence of the Chair of the Trustees, one of the Vice Chairs (the senior in point of service as a Trustee) shall preside at the meetings of the Trustees and exercise all functions of the Chair of the Trustees. The Vice Chair shall have such other powers and duties as may be assigned by the Trustees.

Section 4. THE PRESIDENT OF COLUMBIA UNIVERSITY. The President of Columbia University shall have the following powers and duties:

A. Shall exercise such supervision and direction of the College as will promote its effectiveness and coordinate its activities with other activities of Columbia University.

B. May perform such acts as shall in his or her judgment promote the interests of the College and do not contravene the College's Charter, as amended, or the provisions of the Agreement between Columbia University and the College.

C. May present matters for the consideration of the Trustees or the Faculty of the College through the President.

D. May attend meetings of the Trustees or the Faculty of the College and shall receive minutes from all such meetings.

E. Maintain the power of approval or disapproval of all nominations for appointment or promotion to the rank of Assistant Professor, Associate Professor, Professor, or Provost and Dean of the College, prior to the submission of the nominations to the Trustees by the President.

F. Confer appropriate degrees upon recommendation of the Faculty of the College, provided the requirements of the Statutes of Columbia University and of the College have been fulfilled.

Section 5. THE PRESIDENT OF THE COLLEGE. The President shall:

A. Subject to the authority of the President of Columbia University, these Bylaws, the Statutes, the resolutions of the Trustees and the terms and provisions of the Agreement with Columbia University, have full charge of the administration of the College.

B. Have such other powers and duties as are enumerated in these Bylaws or as may be prescribed from time to time by the Trustees.

C. Be the executive officer of the Trustees of the College and act as the official medium of communication between the President of Columbia University, the Trustees, the officers, the Faculty, and the students of the College.

D. Direct and perform such acts as shall promote the interests of the College, provided they do not contravene the Charter, these Bylaws, the Statutes, the Agreement with Columbia University, or the resolutions of the Trustees.

E. Report to the Trustees at least annually, or when events require, on the condition of the College.

F. Maintain the buildings and grounds of the College.

G. Assume responsibility for public information with regard to print, television, radio and other forms of media.

H. Develop and present to the Trustees plans for educational programs, services, public information, personnel management, physical facilities and equipment, and financial receipts and expenditures.

I. Recommend nominees for appointment to Professor, Associate Professor or Assistant Professor to the Trustees after meeting with a committee of the Faculty on tenure and promotion, when required, and considering a recommendation from the Vice President for Academic Affairs, Provost and Dean of the College, however prior to being submitted to the Trustees, all nominees are subject to the approval of the President of Columbia University.

J. Appoint all employees, except for those subject to confirmation by the Trustees.

K. Further the institutional purposes of the College.

L. Exercise control and discharge responsibilities with respect to employees and students as provided in Sections VI and VII of the Statutes.

Section 6. THE VICE PRESIDENT FOR ACADEMIC AFFAIRS, PROVOST AND DEAN OF THE COLLEGE. The Vice President for Academic Affairs, Provost, and Dean of the College shall do the following:

A. Act as Dean of the Faculty of the College and chief executive officer of the Faculty, and act as Chair thereof.

B. Under the direction of the President, exercise general supervision over the educational program of the College, including all activities in the administrative area of Instruction, Research, Field Services, and Student Services and perform such other duties as may be assigned by the President.

C. In the absence or disability of the President, perform the duties and exercise the authority of the President.

D. Be assisted in the performance of these duties by a Vice Provost and such other subordinate officers as may be approved.

E. In cooperation with the Faculty executive committee, shall be responsible for the agenda of the Faculty meetings.

Section 7. THE VICE PRESIDENT FOR FINANCE AND ADMINISTRATION. The Vice President for Finance and Administration shall do the following:

A. Act as chief financial officer of the College.

B. Under the direction of the President, the Vice President for Finance and Administration shall exercise general supervision over the administrative activities of the College and shall supervise directly all activities relating to Business and Finance, including: (1) budgeting; (2) business and finance; (3) personnel policy and personnel management; (4) facilities planning and management; (5) space assignments; (6) collation and administration of all budgets; (7) collection of all monies due the College; (8) disbursement of funds for all authorized purposes; (9) accounting and financial reporting on all College funds; (10) services in relation to the investment of funds; (11) financial services, such as handling cash, providing change, and cashing checks for employees and students of the College; (12) construction of plant

and new buildings, unless otherwise arranged for by the Trustees; (13) plant operation and maintenance, including heating and cooling, light, power, and water supply; sewage disposal; police service and protection; and communication and transportation; (14) equipment and supply service to include purchasing, receiving, storing and distributing, reclaiming, and selling; (15) legal services; (16) insurance services; (17) services with respect to real properties; and (18) operation of auxiliary business activities, such as apartment houses and dormitories, dining halls and cafeterias, post office, and bookstore.

C. Perform such other duties as may be assigned by the President.

D. Be assisted in the performance of these duties by the Controller and such other officers as may be approved.

Section 8. THE VICE PRESIDENT FOR DEVELOPMENT AND EXTERNAL AFFAIRS. The Vice President for Development and External Affairs shall do the following:

A. Exercise general supervision over all activities in the administrative area of Institutional Development and External Affairs, including (1) institutional development, with emphasis on fundraising; (2) relationships with the public, including public information; (3) alumni affairs; and (4) relationships with government agencies, corporations, and foundations.

B. Represent the College in its relationships with external institutions, agencies, individuals, and the public at large.

C. Perform such other duties as may be assigned by the President.

D. Be assisted in the performance of these duties by such other officers as may be approved.

Section 9. THE SECRETARY OF THE COLLEGE. The Secretary of the College shall do the following:

A. Perform the usual duties of a recording officer.

B. Attend and keep a complete record of the votes and proceedings of all meetings of the Trustees and of the Executive Committee, which record shall be open at all reasonable times for inspection by any member of the Trustees.

C. Have and keep in safe custody the seal of the Corporation and, when required by the Trustees or the Executive Committee or the Committee on Investment, pursuant to authority conferred upon such Committee by the Trustees, or when any instrument shall have first been signed by a duly authorized officer, or when necessary to attest any proceedings, affix it by signature. The Secretary shall also make it available to any duly authorized officer who may affix it to authorized documents, which do not require the signature of the Secretary.

D. Have charge of such books, records, papers, and documents as properly belong to the office or as may be committed to the Secretary's care by the Trustees.

E. Perform such other duties as may be required by the President or the Trustees. In the absence of the Secretary from any meeting of the Trustees, the proceedings of such meeting shall be recorded by such other person as may be appointed for that purpose by the officer presiding at the meeting.

F. Enter upon the records of each meeting the names of the Trustees present thereat, the names of the Trustees whose absence is explained, and the name of any Trustee who shall have been absent from two successive regular meetings without excuse. The Secretary shall send to any Trustee who shall have been absent from two successive regular meetings without excuse a written notice that his or her seat may be vacated as provided in these Bylaws.

ARTICLE IV

AGENTS

Section 1. FISCAL AGENT. On the recommendation of the Committee on Investment, the Trustees may appoint one or more trust companies or banks, incorporated under the laws of the United States or of the State of New York and doing business within the State of New York, to act as Fiscal Agent or Fiscal Agents of the securities and records of the Corporation, and may prescribe its or their several powers and duties. All securities and valuable papers, including real estate bonds and mortgages, may be deposited with such Agent or Agents, subject always to the control of the Committee on Investment. All coupons and interest due to the Corporation may be collected by the Agent or Agents on behalf of the Corporation. The Committee on Investment may, in its discretion, provide that stocks be held by the Agent or Agents in the name of its nominee or their nominees.

Section 2. AUDITORS. The Trustees shall cause an audit to be made annually of the books of account of the Corporation by a firm of certified public accountants, duly licensed to practice in the State of New York, and the results of such annual audit shall be reported to the Trustees. The scope of audit and instructions to the auditors shall be determined by the Trustees upon recommendation of the Committee on Business and Finance.

Section 3. LEGAL COUNSEL. The Trustees may, through the President, employ a General Counsel to advise the Trustees and officers concerning College affairs and to represent it in legal actions taken or defended. The Trustees may also, from time to time, employ such other counsel as they may deem necessary or convenient.

Section 4. OTHER AGENTS. The Trustees may from time to time employ such other special agents as they may deem necessary or convenient.

ARTICLE V

COMMITTEES OF THE TRUSTEES

Section 1. The following Standing Committees are hereby created: an Executive Committee and Committees on Academic Affairs, Audit, Business and Finance, Compensation, Development and External Affairs, Investment, and Trustees. Each of these Standing Committees shall be composed of not fewer than five members.

The chairs and members of the Standing Committees shall be nominated by the Chair of the Trustees and approved by the Trustees at their annual meeting for a term of one year and thereafter until their successors are chosen and qualified. Any vacancy in any such committee may be filled for the unexpired term by the Trustees, upon the nomination of the Chair of the Trustees. The Chair of the Trustees and the President shall be members ex officio of each Standing Committee with voice and vote, provided however that the President shall not serve as a member of the Audit Committee but may be invited by the Chair to attend that committee's meetings.

The Trustees may from time to time create special committees and define their duties and powers. The members of such committees, unless otherwise ordered by the Trustees, shall be appointed by the Chair of the Trustees.

At the request of any committee other than the Executive Committee, the Chair of the Trustees may appoint non-trustees as non-voting members of that committee.

All committees shall keep regular records of their proceedings and shall submit them to the Trustees when required. They shall report in writing to the Trustees their action upon special matters, which have been referred to them by the Trustees, which reports shall be spread upon the minutes of the Trustees, unless otherwise ordered. If any action or expression of opinion by the Trustees is desired by any committee in connection with any such report, it shall be accompanied by a resolution of such committee, recommending that action be taken or opinion given accordingly.

A third of the members of any committee shall constitute a quorum thereof and a majority of such quorum shall decide any question that may come before the committee.

Section 2. THE EXECUTIVE COMMITTEE. This Committee shall advise with and aid the officers of the Corporation in all matters concerning its interests and the management of its business. It shall have and exercise all of the authority and powers of the Trustees while they are not in session, except the power to amend these Bylaws, fill vacancies in the board of directors or in any committee, grant degrees, make removals from office, or otherwise act in violation of Article 7, Section 712 of the Not-For-Profit Corporation Law of New York.

Section 3. THE COMMITTEE ON ACADEMIC AFFAIRS. This Committee shall counsel with the administrative officers of the College on the educational work of the College, and shall report to the Trustees as occasion may require.

Section 4. THE COMMITTEE ON AUDIT. This Committee shall produce periodic financial reports and oversee and review the audit of the books and accounts of the corporation that is to be done at the close of each fiscal year. This Committee shall meet with the public auditors at least once a year and shall make recommendations to the Trustees concerning the scope of the audit to be performed by the public auditors. The Committee shall make recommendations to the Trustees concerning instructions to be given to public auditors. The Committee shall also assist the Board of Trustees in fulfilling its responsibilities relating to management practices, internal control, accounting policies, and auditing and reporting practices and shall also oversee the Conflict of Interest policy and disclosures required by it.

Section 5. THE COMMITTEE ON BUSINESS AND FINANCE. As provided in Article VI, Section 2 of these Bylaws, this Committee shall counsel the administrative officers of the College in the preparation of the budget, and make recommendations for action by them. It shall determine the form in which the accounts of the Corporation are to be kept. This Committee shall counsel the administrative officers of the College concerning the business management of the College.

Section 6. THE COMMITTEE ON COMPENSATION. This Committee shall recommend to the Executive Committee (which will report to the full Board) the compensation of (1) the officers including the President, (2) such other employees of the College, if any, in a position to exercise substantial influence over the affairs of the College, and (3) such additional employees of the College who at any time during the five-year period prior to the compensation period in question served as President or in one of the capacities described in (1) and (2). In addition to the Chair of the Trustees and the President ex officio, the members of the Committee shall include the Vice Chairs of the Trustees, the Chairs of the Committees on Business and Finance, Academic Affairs and Development and External Affairs, and one other Trustee.

Section 7. THE COMMITTEE ON DEVELOPMENT AND EXTERNAL AFFAIRS. This Committee shall counsel the Trustees and the administrators of the College on fund raising goals and strategies. The Committee shall assist in identifying potential donors and in representing the College to them.

Section 8. THE COMMITTEE ON INVESTMENT. This Committee shall have the duty, subject to the supervision of the Trustees, to invest and keep invested the funds of the Corporation. It shall have authority to give receipts for and to acknowledge the satisfaction of any debt due to the Corporation. Under the supervision of the Trustees it shall have the power to sell, assign, transfer, or otherwise dispose of any securities or other personal property owned by the Corporation. Any contracts, or instruments under seal, or orders authorizing the sale of any such securities may be executed by any two of the following: the Chair of the Committee, any member of the Committee on Investment, and the Vice President for Finance and Administration. Any such transaction shall be reported at the next meeting of the Committee.

Actions of the Committee on Investment taken by resolution or otherwise, as certified in writing by any two members of the Committee or by one member of the Committee and the Vice President for Finance and Administration, shall be legal and binding, and such certificate shall be conclusive evidence that such actions were duly taken by the Committee.

Section 9. THE COMMITTEE ON TRUSTEES. This Committee shall propose candidates for membership as Trustees when vacancies among the Trustees occur. The Committee shall first determine the eligibility of such candidates and their willingness to serve if elected.

SM

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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

May 23, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

G&C Appro

Date 7-2-14

REQUESTED ACTION

Item # 27

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families to enter into an agreement with Teachers College, Columbia University, (Vendor # To Be Determined), 525 West 120th Street, Box 151, New York, New York, 10027, for the provision of expert review and analysis of the draft New Hampshire Early Childhood Learning Standards, in an amount not to exceed \$99,999, effective July 1, 2014 or date of Governor and Executive Council approval, whichever is later through December 31, 2014. *100% Federal Funds*

Funds are available for State Fiscal Year 2015 in the following account.

05-095-042-421110-29780000-102-500731-42117708 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD DEVELOPEMNT, CHILD CARE DVLP-QUALITY ASSURE

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	42117708	\$99,999
			Total:	\$99,999

EXPLANATION

The purpose of this request is to enter in to an agreement with the Teachers College, Columbia University for the provision of an expert review and analysis of the draft 2012 New Hampshire Early Childhood Learning Standards. The review and analysis will ensure the standards are appropriate for infants and toddlers up to age thirty (30) months and that the standards can be used by multiple types of early childhood professionals.

The New Hampshire Early Childhood Learning Standards is used by early childhood professionals for:

- understanding the early learning and development status of individual children;

- choosing and individualizing early childhood curricula and learning activities; and
- choosing tools for developmental screening and assessment of young children.

Additionally, the New Hampshire Early Learning Standards is a tool designed to enhance communication between early childhood professionals.

The learning standards for children ages 30 months through 5 years were reviewed by Teachers College, Columbia University in 2013. Review of the learning standards for infants and toddlers was delayed at that time because the Department was waiting for enough federal funds to be available to complete the project.

The Federal Office of Child Care expects that every State has early childhood learning guidelines, also known as early childhood learning standards. New Hampshire published its first edition, New Hampshire Early Learning Guidelines, in 2005 for children birth through kindergarten. Since then, much has changed in the field of early childhood education regarding evidence-based early childhood learning standards. The current New Hampshire Early Learning Guidelines are significantly outdated and no longer have utility in child care programs and other early childhood settings.

In 2012, the New Hampshire Division for Children, Youth and Families, Child Development Bureau convened a cross-sector committee consisting of Department of Health and Human Services, Department of Education and private early childhood agency staff to revise the early childhood learning guidelines. The committee generated the draft 2012 New Hampshire Early Learning Standards.

The draft 2012 New Hampshire Early Learning Standards need to be reviewed by experts regarding the balance, thoroughness and progression of difficulty for the standards. To assure that these draft standards are appropriate for multiple uses with the State's youngest children the vendor will conduct an analysis of the content of the draft 2012 Early Learning Standards for infants and toddlers.

The Teachers College, Columbia University was selected through a competitive bid process. The Department of Health and Human Services published RFP 15-DHHS-OHS-DCYF-09 on the Department's website on January 16, 2014 and republished as RFP 15-DHHS-OHS-DCYF-15 on March 14, 2014. Two (2) proposals were received and evaluated. Teachers College, Columbia University was selected as the vendor. The evaluation summary is attached.

The Teachers College, Columbia University was the only proposal received that outlined a specific scientific method used to determine standards for early childhood education. Additionally, the selected vendor has created the most complete and validated process for reviewing State early learning standards. Furthermore the vendor has completed the needed reviews of early learning standards for other states. The Federal Office of Child Care has contracted with this vendor for training State Child Care Administrators on:

- how to develop early learning standards; and
- how to conduct evaluations regarding aligning state early learning standards with the Common Core Standards.

New Hampshire needs to assure that the revised early learning standards are a tool that all early childhood professionals can use with confidence. The State needs to ensure the

standards are balanced, thorough and have accurate progressions of difficulty from each age group to the next.

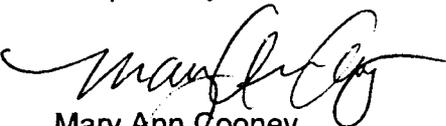
Should Governor and Council not authorize this request, the State would not meet the Federal Office of Child Care expectations regarding differentiating learning and development expectations from ages birth through thirty (30) months and will be unable to have the New Early Learning Standards published because they have not been reviewed at the expert level to ensure accuracy and completeness.

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

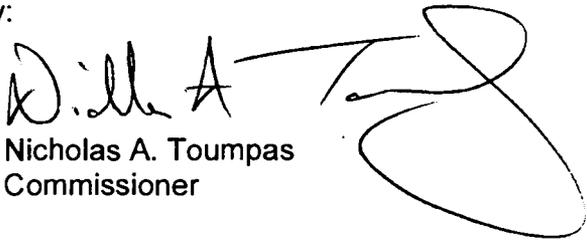
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



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

Early Childhood Learning Standards

15-DHHS-OHS-DCYF-15

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Columbia University
2. Public Consulting Group

Pass/Fail	Maximum Points	
Pass	200	
Pass	200	

1. Ellen Wheately, Ph.D.,
Child Development Bureau
Administrator
2. Jessica Locke,
Program Specialist II
3. Dauge Clark,
Administrator III
- 4.

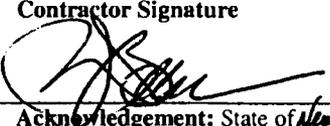
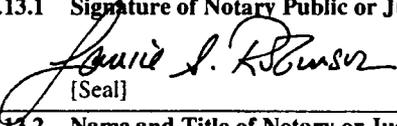
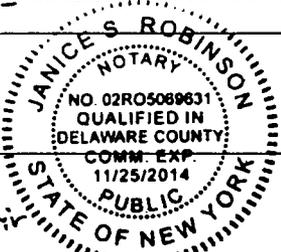
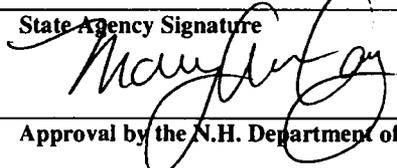
Subject: Early Childhood Learning Standards

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant St. Concord, NH 03301	
1.3 Contractor Name Teachers College, Columbia University		1.4 Contractor Address 525 West 120 th Street, Box 151 New York, NY 10027	
1.5 Contractor Phone Number (212) 678-4106	1.6 Account Number 05-095-042-421110-29780000	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$99,999
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William J. Baldwin Vice Provost	
1.13 Acknowledgement: State of <u>New York</u> County of <u>New York</u> On <u>6/3/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace JANICE S. ROBINSON ESQ. VICE PRESIDENT TEACHERS COLLEGE, COLUMBIA UNIV			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN CONWAY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 6-3-14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: 
Date: 5/21/14

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

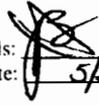
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: 
Date: 5/2/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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


5/21/14



Scope of Services

1. Provisions Applicable to all Services

- 1.1. For the purpose of this Contract, early childhood professionals shall include, but not be limited to those who work in early learning and development programs, early elementary school classes, Head Start programs, preschools, family-centered early supports and services, home visiting family supports, children's library offices and medical offices.
- 1.2. For the purpose of this Contract, any reference to days shall mean calendar days.

2. Services to be Provided

- 2.1. The Contractor shall review the 2012 draft New Hampshire Early Learning Standards (hereby referenced as 'Standards') to ensure the Standards are appropriate for infants and toddlers. The Contractor shall:
 - 2.1.1. Assess whether the domains have been over- or under-emphasized based on the areas of children's learning and development by conducting a Balance Analysis of the five domains of learning, which include:
 - 2.1.1.1. Physical Development and motor skills.
 - 2.1.1.2. Social and emotional development.
 - 2.1.1.3. Approaches toward play and learning.
 - 2.1.1.4. Language and communication development.
 - 2.1.1.5. Cognitive development and general knowledge.
 - 2.1.2. Use the Construct Template to conduct a Coverage and Depth Analysis that evaluates the specific constructs that are addressed within each domain in Section 2.1.1 in order to determine the extent to which the constructs within the Standards address the domains of learning and development.
 - 2.1.3. Conduct a Difficulty Analysis by evaluating the appropriateness of the progression in indicators written for adjacent age groups to determine appropriate progression in the level of expectations in the indicators across age groups. The Contractor shall:
 - 2.1.3.1. Assemble indicators from each set of standards into pairs of indicators that contain the same essential content.
 - 2.1.3.2. Assess and code the relative difficulty of the paired indicators.
 - 2.1.3.3. Calculate the difficulty percentages for the analysis.
 - 2.1.3.4. Use the calculated results to evaluate the extent to which the progression of indicators for a younger age group is appropriate when compared with the indicators for an older age group.
 - 2.1.4. Conduct the Balance Analysis, Coverage and Depth Analysis and the Difficulty Analysis on the areas of children's learning and development for each of the age levels, which are:
 - 2.1.4.1. Birth to nine (9) months.


5/21/14



Exhibit A

- 2.1.4.2. Nine (9) to eighteen (18) months.
- 2.1.4.3. Eighteen (18) to twenty-four (24) months.
- 2.1.4.4. Twenty-four (24) to thirty (30) months.
- 2.1.4.5. Thirty (30) months to thirty-six (36) months.
- 2.1.5. Use the analysis tools in Section 2.1 to evaluate whether there are specific constructs deemed important for each age group in Section 2.1.4 that were omitted from the Standards and whether there are constructs that have been over- or under-emphasized.
- 2.1.6. Make recommendations to the Department on how to strengthen the Standards' coverage of areas of children's learning and development that may have received less than comprehensive attention during development of the Standards.
- 2.2. The Contractor shall complete the analysis of the Standards with six (6) months from the Contract effective date, in accordance with Section 4.XXXXX, Deliverables of Services Provided.
- 2.3. The Contractor shall assess the Standards to determine where and how cultural considerations are addressed. The Contractor shall:
 - 2.3.1. Provide examples and an evaluation of cultural dimensions and themes that are addressed in the Standards.
 - 2.3.2. Note what dimensions of culture are either under-addressed or not addressed in the Standards.
- 2.4. The Contractor shall ensure the Standards are useful to all early childhood professionals.
- 3. Reporting Requirements**
 - 3.1. The Contractor shall provide written results of all analysis conducted in this contract within the timeframes listed in Section 4, Deliverables of Services Provided. Results shall include written recommendations for the Department to strengthen the Standards.
 - 3.2. The Contractor shall provide a written summary report, which integrates the findings and recommendations from across three sets of analyses and offers considerations for how the department could use the findings when revising the Standards. The three analyses shall include:
 - 3.2.1. An analysis of the early learning standards for thirty (30) months through four (4) to five (5) years.
 - 3.2.2. An analysis of the alignment between the four (4) to five (5) year standards with the Common Core State Standards for Kindergarten in English Language Arts and Mathematics.
 - 3.2.3. An analysis proposed for the birth through thirty (30) month standards.
- 4. Deliverables of Services Provided**
 - 4.1. The Contractor shall complete Balance and Coverage/Depth analysis for ages birth to eighteen months within thirty (30) days from the Contract effective date.
 - 4.2. The Contractor shall complete Balance and Coverage/Depth analysis for ages eighteen (18) months to thirty (30) months within thirty (60) days from the Contract effective date

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Exhibit A

- 4.3. The Contractor shall conduct the Difficulty Analysis in Section 2.3.1 as follows:
- 4.3.1. For Birth to nine (9) months and nine (9) months to eighteen (18) months within ninety (90) days from the Contract effective date.
 - 4.3.2. For nine (9) months to eighteen (18) and eighteen (18) months to twenty-four (24) months within one hundred twenty (120) days from the Contract effective date.
 - 4.3.3. For twenty-four (24) months to thirty (30) months and thirty (30) months to thirty-six (36) months, within one hundred fifty (150) days from the Contract effective date.
- 4.4. The Contractor shall provide the written reports in Section 3, Reporting Requirements to the Department no later than six (6) months from the Contract effective date.


5/31/14



Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.575, U.S. Department of Health and Human Services, Federal Agency Health and Human Services, Child Care and Development Block Grant, Discretionary Funds in providing services pursuant to Exhibit A, Scope of Services. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. The Contractor shall be paid \$16,666.50 for each deliverable identified below:
 - 3.1. Exhibit A, Scope of Services, Section 4, Deliverables of Services Provided, Item 4.1.
 - 3.2. Exhibit A, Scope of Services, Section 4, Deliverables of Services Provided, Item 4.2.
 - 3.3. Exhibit A, Scope of Services, Section 4, Deliverables of Services Provided, Item 4.3.1.
 - 3.4. Exhibit A, Scope of Services, Section 4, Deliverables of Services Provided, Item 4.3.2.
 - 3.5. Exhibit A, Scope of Services, Section 4, Deliverables of Services Provided, Item 4.3.3.
 - 3.6. Exhibit A, Scope of Services, Section 4, Deliverables of Services Provided, Item 4.4.
4. Payment for said services shall be made as follows:
 - 4.1. The Contractor will submit an invoice by the tenth working day of each month identifying the deliverable in Exhibit A, Scope of Services, Section 4, Deliverables of Services Provided that has been completed. Each invoice must include:
 - 4.1.1. Certification that the identified deliverable has been completed.
 - 4.1.2. Completion date of the deliverable identified.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoice must be submitted to:

Dague Clark, Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
dbclark@dhhs.state.nh.us
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, Section 3 Reporting Requirements.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.


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SPECIAL PROVISIONS

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

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

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Date 05/11/14



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

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Date 5/21/14



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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


5/21/14



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

JS
Date 5/21/14