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Nicholas A. Toumpas
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9200 1-800-852-3345 Ext. 9200
FAX: 603-271-4912 TDD Access: 1-800-735-2964

April 29, 2014

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

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families, to enter into an agreement with the Early Education and Intervention Network of New Hampshire (Vendor # 155640), 2 Delta Drive, Concord, NH 03301, in the amount of \$52,000 to conduct an Early Childhood Mentorship program effective July 1, 2014 through June 30, 2016, or upon Governor and Executive Council approval, whichever is later.

Funds are available in the following accounts in State Fiscal Year 2015 and anticipated to be available for State Fiscal Year 2016, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office with Governor and Executive Council approval, if needed and justified.

05-095-040-421110-29780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: CHILDREN AND YOUTH, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

State Fiscal Year	Class/Object	Activity Code	Class Title	Amount
2015	102-500731	42117814	Federal Grants	\$8,000
2016	102-500731	42117814	Federal Grants	\$8,000
Subtotal:				\$16,000

06-056-056-562510-21840000 EDUCATION, DEPARTMENT OF EDUCATION, DEPT OF EDUCATION, SPECIAL EDUCATION, SPECIAL EDUCATION-PRESCHOOL

State Fiscal Year	Class/Object	Activity Code	Class Title	Amount
2015	102-500731	21840000	Federal Grants	\$8,000
2016	102-500731	21840000	Federal Grants	\$8,000
Subtotal:				\$16,000

05-095-093-930010-78520000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DEVELOPMENTAL SERV – DIV OF, DIV OF DEVELPMENTAL SVCS, INFANT – TODDLER PROGRAM PT-C

State Fiscal Year	Class/Object	Activity Code	Class Title	Amount
2015	102-500731	93007852	Federal Grants	\$10,000
2016	102-500731	93007852	Federal Grants	\$10,000
Subtotal:				\$20,000
TOTAL:				\$52,000

EXPLANATION

The purpose of this request is to provide professional development opportunities for Child Care Providers, Family-Centered Early Supports and Services Personnel, and Preschool Special Educators serving children with developmental issues between the ages of birth to six (6) years. 45 CFR 98.51 requires New Hampshire to expend funds on child care quality initiatives. These expenditures provide professional development opportunities that are federally required to maintain federal funding for the NH Child Care Scholarship Program, which provides child care subsidies to families to help them continue working or participating in a job search activity.

New Hampshire children and their families benefit from well-educated early childhood professionals who can offer quality care to young children with developmental issues. The provision of learning opportunities through the Early Education and Intervention Network of New Hampshire will benefit early childhood professionals by supplementing the few specialized educational opportunities offered within New Hampshire. Low-income families will also benefit by the continuance of available child care subsidies provided through the NH Child Care Scholarship Program.

The Early Education Intervention Network of New Hampshire will continue creating mentorship opportunities by matching expert early childhood professionals with learners in the fields of child care, early intervention, and preschool special education. The Contractor will provide participants with:

- One-to-one and group professional development opportunities that will build individual skills, expertise and experience in identified areas;
- Knowledge and expertise to share with their colleagues and serve as program mentors;
- Increased knowledge and skills to enhance the quality of services to children birth to six and their families;
- Knowledge and skills necessary to enhance outcomes for children birth to six with developmental concerns and their families; and
- Greater provider skills, competencies, expertise and knowledge to enhance programs to improve standards and promote higher quality systems of service for children birth to six years.

A Request for Proposals was posted on the Department's website on February 6, 2014. The Early Education and Intervention Network of NH was the only vendor to submit a proposal. Both the Department of Health and Human Services and the Department of Education reviewed and scored the proposal. The proposal met the unique needs of Child Care Providers, Family-Centered Early Supports and Services Personnel, and Preschool Special Educators. The bid summary is attached to this letter.

The contract for the provision of these services includes an option for renewal of the contract for up to two (2) years, subject to continued funding, satisfactory job performance, and the approval of the Governor and Executive Council.

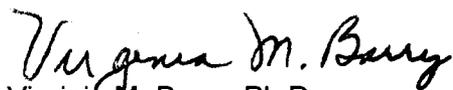
Should Governor and Executive Council not authorize this Request the quality of care offered to young children with developmental issues would diminish. Additionally, federal sanctions could result in a reduction in federal funds to support the Child Care Scholarship Program resulting in financial hardship for families dependent on subsidized child care and the inability of some families to access child care for their child with developmental issues.

Source of Funds: 100% Federal

Area Served: Statewide.

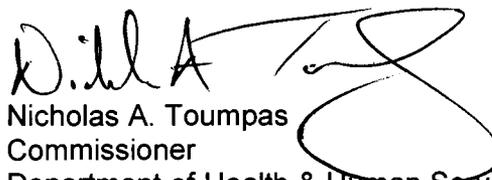
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner
Department of Education

Respectfully submitted,



Nicholas A. Toumpas
Commissioner
Department of Health & Human Services



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

Early Childhood Mentorship Program

15-DHHS-OHS-DCYF-02

RFP Name

RFP Number

Bidder Name

1. Early Education & Intervention Network of NH
2. 0

Pass/Fail	Maximum Points	
	190	
	190	

Reviewer Names

- Jessica Sugrue,
1. Program Specialist III
DHHS/DCYF
- Jennifer Razzaboni,
2. Financial Analyst
DHHS/DCYF
- Ruth Littlefield,
3. Education Consultant III
DOE
- Susan Foley,
4. Program Specialist IV
DHHS/DCYF

Subject: Early Childhood Mentorship Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Early Education and Intervention Network of New Hampshire		1.4 Contractor Address 2 Delta Dr. Concord, NH 03301	
1.5 Contractor Phone Number (603) 630-9046	1.6 Account Number 05-095-042-421110- 29780000-102-500731 05-095-093-930010- 78520000-102-500731 06-056-056-562510- 21840000-102-500731	1.7 Completion Date June 30, 2016 <i>JP</i>	1.8 Price Limitation \$52,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>J Dow</i>		1.12 Name and Title of Contractor Signatory <i>Jennifer Dow</i> <i>Board President</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Bellamy</u> On <u>5/16/14</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 s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Tricia L. Patten</i>			
1.13.2 Name and Title of Notary or Justice of the Peace TRICIA L. PATTEN, Notary Public My Commission Expires January 13, 2015			
1.14 State Agency Signature <i>Mary Ann Cooney</i>		1.15 Name and Title of State Agency Signatory <i>Mary Ann Cooney</i> <i>Associate Commissioner</i>	
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: <i>M.K. Brown</i> On: <i>5/28/14</i>			
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.

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 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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. For the purpose of this Contract, any reference to days shall be a reference to business days.
- 1.2. The Department shall notify the Contractor, in writing, of any failure to meet Contract requirements.
- 1.3. Notification of noncompliance shall include the specific Section in which the noncompliance occurred and the timeframe by which the Contractor must remedy the noncompliance.
- 1.4. Failure to remedy noncompliance identified in Section 1.2 shall result in delayed or reduced payments as specified in Exhibit B, Method and Conditions Precedent to Payment.

2. Services to be Provided

- 2.1. The Contractor shall develop and implement an Early Childhood Mentorship Program (ECMP) for early childhood professionals who work with or on behalf of children who may have special needs up to the age of six (6) years and their families.
- 2.2. The Contractor shall evaluate professional development needs, statewide, to determine industry needs and opportunities specific to the State of New Hampshire. The Contractor shall:
 - 2.2.1. Collaborate with community partners and stakeholders by:
 - 2.2.1.1. Attending a minimum of one (1) community partner meeting, in person, for each community partner. Community partners and stakeholders include, but are not limited to:
 - 2.2.1.1.1. Child Care Aware ® of New Hampshire.
 - 2.2.1.1.2. Preschool Technical Assistance Network (PTAN).
 - 2.2.1.1.3. Quarterly Director's Meeting-Family Centered Early Supports and Services (FCESS)
 - 2.2.1.2. Disseminating ECMP marketing materials identified in Section 2.7.1 electronically or by hard copy.
 - 2.2.1.3. Providing space on the Contractor's website for links to community partner and stakeholder websites.
 - 2.2.1.4. Providing community partners and stakeholders with the Contractor's website information so stakeholders can provide links on their websites to the Contractor's website.
 - 2.2.2. Use information obtained through community partner and stakeholder meetings to develop an ECMP plan for topical mentorship workshops.



Exhibit A

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- 2.2.3. Work with the Child Development Bureau to complete the Child Care Development Fund Annual Survey in order to determine goals, priorities and needs of NH child care providers for the coming year.
 - 2.2.4. Develop and conduct an annual survey of ECMP participants to determine trends and needs in early childhood professional development.
 - 2.2.5. Allow a minimum of thirty (30) minutes three (3) times per year at the Contractor's advisory board meetings for:
 - 2.2.5.1. Input and feedback from State Department funders of the Contract to discuss ECMP practices and progress.
 - 2.2.5.2. Strategizing for future ECMP success.
 - 2.3. The Contractor shall develop ECMP opportunities that create professional development mentorship opportunities for early childhood professionals of various skill and knowledge levels. The Contractor shall ensure ECMP opportunities are available for various professional skill levels that are basic, intermediate and advanced:
 - 2.3.1. In the form of one-on-one mentoring.
 - 2.3.2. In the form of topical mentorship workshops.
 - 2.4. The Contractor shall develop specific policies on ECMP opportunities that include, but are not limited to:
 - 2.4.1. One-on-one mentorship program registration, program processes and timelines.
 - 2.4.2. Record retention of mentor credentials/licenses/certifications.
 - 2.4.3. Participant record retention practices.
 - 2.4.4. Certificate processing.
 - 2.5. The Contractor shall develop, administer and monitor one-on-one mentoring opportunities. The Contractor shall:
 - 2.5.1. Develop a mentee application form that, at a minimum, indicates the mentee's name, contact information, subject matter of interest and current subject matter knowledge/skill level.
 - 2.5.2. Develop a mentor application form that, at a minimum, indicates the mentor's name, contact information, subject matter of expertise, and credentials/certifications/licenses.
 - 2.5.3. Ensure selection of mentors includes confirming credentials/licenses/certificates that commiserate with NH Administrative Rule He-C4002.
 - 2.5.4. Ensure registration forms are available in hard copy as requested and electronically on the Contractor's website.
 - 2.5.5. Ensure a sufficient number of qualified mentors are available to provide one-on-one mentorships.



Exhibit A

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- 2.5.6. Provide acknowledgement of receiving registration forms to mentees and mentors, by e-mail, telephone or postal mail within five (5) days of receiving the registration forms.
 - 2.5.7. Match mentees to mentors within ten (10) days of acknowledging the receipt of mentee registration forms.
 - 2.5.8. Provide mentor/mentee orientation that includes a schedule and expectations of each.
 - 2.5.9. Develop a mentee post-mentorship evaluation form that at a minimum indicates the mentee's name, contact information, mentorship subject matter, knowledge/skill level post-mentorship.
 - 2.5.10. Provide the post-mentorship evaluation form, by mail or e-mail, to the mentee within three (3) days of receiving the mentor's final billing statement.
 - 2.5.11. Provide a certificate of mentorship completion to the mentee within ten (10) days of receiving the post-mentorship evaluation form.
 - 2.6. The Contractor shall develop, plan, administer and monitor topical mentorship workshops. The Contractor shall:
 - 2.6.1. Provide a schedule every three (3) months of topical mentorship workshops available during the following three (3) months. The Contractor shall:
 - 2.6.1.1. Post the quarterly schedule to the EEIN website.
 - 2.6.1.2. Post the quarterly schedule to SPARK NH at <http://sparknh.com/portal/>
 - 2.6.1.3. Collaborate with the Child Development Bureau to ensure topical mentorship schedules are available through the NH Professional Registry at <http://nh.childcareaware.org/nh-professional-registry>
 - 2.6.2. Select mentors who are subject matter experts to present materials to workshop participants.
 - 2.6.3. Ensure selection of mentors includes confirming credentials/licenses/certificates that commiserate with Administrative Rule He-C4002.
 - 2.6.4. Develop a topical mentorship workshop registration form for workshop participants to complete that, at a minimum, indicates the participant's name, contact information, subject matter of interest and current pre-workshop subject matter knowledge/skill level.
 - 2.6.5. Ensure registration forms are available on EEIN's website, by e-mail and in hard copy form, as requested.
 - 2.6.6. Research and implement alternative electronic participant registration in an effort to reduce hardcopy processing and increase participant access to ECMP services and opportunities The Contractor shall provide several methods of electronic registration that include, but are not limited to:



Exhibit A

- 2.6.6.1. Completing registration forms available on-line at <http://sparknh.com/portal>.
- 2.6.6.2. Registering through the NH Professional Registry at <http://nh.childcareaware.org/nh-professional-registry>.
- 2.6.6.3. Registering through alternative electronic registration tools such as Eventbrite, Survey Monkey, or Sign Up!
- 2.6.7. Provide a copy of the mentorship attendance policy, either electronically or by mail, to participants as acknowledgement of receiving the workshop registration form within five (5) days of receiving the registration.
- 2.6.8. Send a reminder flyer, by postal or electronic mail to registered participants one (1) week in advance of the scheduled mentorship workshop.
- 2.6.9. Develop and provide a post-workshop skill/knowledge evaluation form for participants to complete at workshop presentations.
- 2.6.10. Provide certificates of workshop completion to all participants no later than ten (10) days from the workshop completion date.
- 2.7. The Contractor shall conduct outreach and marketing activities to ensure early childhood professionals are aware of programs available for professional development. This includes, but is not limited to:
 - 2.7.1. Creating and updating flyers and brochures that explain ECMP opportunities.
 - 2.7.2. Developing a written plan to engage program participants through existing social media outlets that include, but are not limited to, Facebook, Twitter, and Pinterest.
 - 2.7.3. Participating in a minimum of two (2) State early childhood, early intervention, preschool education and/or related conferences per year to target early childhood, preschool special education and other early childhood professionals by:
 - 2.7.3.1. Being present at an ECMP vendor table.
 - 2.7.3.2. Disseminating marketing materials in Section 2.7.1 that describe the ECMP.
 - 2.7.3.3. Having next quarter's schedule of topical mentorship workshops prominently displayed.
 - 2.7.3.4. Having sufficient registration forms on hand for both one-on-one mentorship and mentorship workshop opportunities.
 - 2.7.4. Posting ECMP information, including specific program material, on Contractor's and community partners' websites. ECMP information shall include, but not be limited to:
 - 2.7.4.1. Topical mentorship opportunities scheduled.
 - 2.7.4.2. Information on how to become a mentor.



Exhibit A

- 2.7.4.3. Information on how to participate in a topical mentorship workshop and/or one-on-one mentorship opportunity.
- 2.7.5. Providing a sample ECMP communication and marketing plan for calendar year 2015 that includes, but is not limited to:
 - 2.7.5.1. Identifying forums in which the ECMP communication and marketing plan will be used.
 - 2.7.5.2. Developing a community partner and stakeholder engagement plan that will ensure early childhood professional development needs are addressed.
- 2.7.6. The Contractor shall offer access to meetings and mentorships in other modalities that include, but are not limited to Skype and GoToMeeting.

3. Reporting Requirements

- 3.1. The Contractor shall provide monthly mentorship activity reports to the Department no later than the tenth (10th) day of the month that include, but are not limited to:
 - 3.1.1. Number of individual and topical mentorship participants served delineated by regions in NH (North, Lakes, South Central, Southwest and Southeast).
 - 3.1.2. Summary of project activities and meetings attended for the previous month, specifying the amount of time spent on each meeting and/or project activity.
 - 3.1.3. Number of individual and topical mentorships completed.
- 3.2. The Contractor shall provide an annual report that provides the following information delineated by regions in New Hampshire (North, Lakes, South Central, Southwest and Southeast).
 - 3.2.1. The number of topical mentorships offered.
 - 3.2.2. The number of mentor/mentee matches.
 - 3.2.3. The number of early childhood professionals served delineated by type of early childhood profession, child care, family centered early supports and services, and preschool special education, as well as by early childhood discipline including, but no limited to teacher, special education teacher, director, physical therapist, occupational therapist, and speech/language pathologist.
 - 3.2.4. The number of requests for mentorship opportunities received.
 - 3.2.5. A sample of completed mentor/mentee program evaluations conducted at the conclusion of mentorships.

4. Deliverables of Services

- 4.1. The Contractor shall provide a sample annual survey described in Section 2.2.4 to the Department for approval no later than ninety (90) days from the Contract effective date.

- who is contact person?



Exhibit A

- 4.2. The Contractor shall attend five (5) meetings described in Section 2.2 and Section 2.7.3 per year ensuring attendance at least one time per year per community partner meeting.
- 4.3. The Contractor shall provide a copy of the policies described in Section 2.4 and Section 2.6.7 to the Department no later than ninety (90) days from the Contract effective date.
- 4.4. The Contractor shall provide a copy of mentor/mentee matching procedures to the Department no later than thirty (30) days from the Contract effective date.
- 4.5. The Contractor shall provide one-on-one mentorship application forms described in Section 2.5.1 and Section 2.5.2 to the Department for approval no later than thirty (30) days from the Contract effective date.
- 4.6. The Contractor shall provide certificates of completion to one-on-one mentorship mentees, as described in Section 2.5.11, no later than ten (10) business days after receiving the completed post-mentorship evaluation from the mentee.
- 4.7. The Contractor shall provide the topical mentorship registration form described in Section 2.6.4 to the Department for approval no later than thirty (30) days from the Contract effective date.
- 4.8. The Contractor shall provide a draft post-topical mentorship workshop knowledge assessment described in Section 2.6.9 to the Department for approval no later than thirty (30) days from the effective date of the contract.
- 4.9. The Contractor shall provide certificates of completion described in Section 2.6.10 to topical mentorship workshop participants no later than five (5) business days after receiving the completed post-mentorship workshop evaluation from the workshop participant.
- 4.10. The Contractor shall provide the written marketing and communications plan described in Section 2.7.5 to the Department no later than November 1, 2014.



Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (<https://www.cfda.gov>) (CFDA) under the following numbers:
 - 93.575, Federal Agency Health and Human Services, Child Care and Development Block Grant, Discretionary Funds. \$16,000
 - 84.173A, Special Education Preschool Grants - \$16,000
 - 84.181A, Infant and Toddler Part C. - \$20,000
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
4. Payment for services shall be made as follows:
 - 4.1 The Contractor will submit monthly reports as specified in Exhibit A, Scope of Services, Sections 3, Reporting Requirements with an invoice for reimbursement of actual expenses incurred during the month. 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.
 - 4.2 Invoices and reports identified in Exhibit A, Scope of Services, Section 3 Reporting Requirements must be submitted to:

Attn: Dague Clark, Financial Manager
NH Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant St.
Concord, NH 03301-3857
Email: 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.



Exhibit B

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.

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Early Intervention and Education Network

Budget Request for: Early Childhood Mentorship Program

Budget Period: July 1, 2014 through June 30, 2015

Line Item	Direct		Indirect		Total	Contractor/Shared/Match		Total		Funded by 2445 contract share		Total	
	Incremental	Fixed	Incremental	Fixed		Incremental	Fixed	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ 23,500.00	\$ -	\$ -	\$ -	\$ 23,500.00	\$ -	\$ -	\$ -	\$ -	\$ 23,500.00	\$ -	\$ -	\$ 23,500.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ -	\$ 150.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ 203.00	\$ -	\$ 203.00	\$ -	\$ -	\$ -	\$ -	\$ 203.00	\$ -	\$ -	\$ 203.00
Telephone	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ 100.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ 90.00	\$ -	\$ 90.00	\$ -	\$ -	\$ -	\$ -	\$ 90.00	\$ -	\$ -	\$ 90.00
Insurance	\$ -	\$ -	\$ 370.00	\$ -	\$ 370.00	\$ -	\$ -	\$ -	\$ -	\$ 370.00	\$ -	\$ -	\$ 370.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ 550.00	\$ -	\$ 550.00	\$ -	\$ -	\$ -	\$ -	\$ 550.00	\$ -	\$ -	\$ 550.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify details mandator[?])	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 25,773.00	\$ 227.00	\$ 26,000.00	\$ -	\$ -	\$ -	\$ -	\$ 25,773.00	\$ 227.00	\$ -	\$ 26,000.00
Indirect As A Percent of Direct				0.9%									

Date: 5/14/14
Contractor Initials: PPD

Exhibit B-2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Early Intervention and Education Network

Budget Request for: Early Childhood Mentorship Program

Budget Period: July 1, 2015 through June 30, 2016

Line Item	Total Program Cost		Contractor Share? Match		Funded by DHHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
	Incremental	Funded	Incremental	Funded	Incremental	Funded
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ 23,500.00	\$ -	\$ -	\$ -	\$ 23,500.00	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 203.00	\$ 20.00	\$ -	\$ -	\$ 203.00	\$ 20.00
Postage	\$ 100.00	\$ 10.00	\$ -	\$ -	\$ 100.00	\$ 10.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 900.00	\$ 90.00	\$ -	\$ -	\$ 900.00	\$ 90.00
Insurance	\$ 370.00	\$ 37.00	\$ -	\$ -	\$ 370.00	\$ 37.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 550.00	\$ 55.00	\$ -	\$ -	\$ 550.00	\$ 55.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 25,773.00	\$ 227.00	\$ -	\$ -	\$ 25,773.00	\$ 227.00
Indirect As A Percent of Direct:		0.9%				

Date: 5/6/14
Contractor Initials: [Signature]



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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5/10/14



- 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.



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



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.



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.



Exhibit C-1

3. The Department reserves the right to renew this Agreement for up to two (2) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

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5/6/14



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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5/6/14



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Contractor Name:

5/16/14
Date

Jennifer Davis
Name:
Title: Board President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

5/16/14
Date

Jennifer Dole
Name:
Title: Board President



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/6/14
Date

Jennifer Davis
Name
Title: Board President

Contractor Initials JD
Date 5/6/14



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:

5/16/14
Date

Jennifer Davis
Name:
Title: Board President



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/16/14
Date

Jennifer Davis
Name:
Title: Board President



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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5/16/14



Use and Disclosure of Protected Health Information

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

Obligations and Activities of Business Associate

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

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6. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
7. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
8. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
9. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
10. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

Obligations of Covered Entity

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

Termination for Cause

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



Miscellaneous

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

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

Contractor Name:

5/16/14
Date

Jennifer Davis
Name: Board President
Title:

State Agency Name:

5/28/14
Date

[Signature]
Name:
Title:



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

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

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

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

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Contractor Name:

5/16/14
Date

Jennifer Dows
Name:
Title: Board President



FORM A

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

1. The DUNS number for your entity is: N/A

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

Contractor Initials JD
Date 5/16/14

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 EARLY EDUCATION AND INTERVENTION NETWORK OF NEW HAMPSHIRE, INC. is a New Hampshire nonprofit corporation formed June 11, 1982. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of May A.D. 2014



William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Trina Patten, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Early Intervention and Education Network
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 6/14/13:
(Date)

RESOLVED: That the Jennifer Doseis Board President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 6 day of May, 2014.
(Date Contract Signed)

4. Jennifer Doseis is the duly elected Board President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Trina Patten

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Bellamy

The forgoing instrument was acknowledged before me this 6 day of May, 2014

By Trina Patten
(Name of Elected Officer of the Agency)

[Signature]

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:

Melissa M. Drew
Notary Public, State of New Hampshire
My Commission Expires May 23, 2017

Melissa M. Drew
Notary Public, State of New Hampshire
My Commission Expires May 23, 2017

1. 1000

2. 1000

Early Education and Intervention Network of NH
Board of Directors' Meeting Minutes
June 14, 2013
10:00 to 12:00pm
2 Delta Drive, Concord

Present: Terry Ohlson-Martin, Jen Doris, Sharon Kaiser, Saundy Cohen, Linda Poulin, Marti Ilg, Jason Peck, Pauline Boyce

Excused: Cindy Wallace, Pam Duffy, Tricia Patten

- I. Call to order and welcome at 10:11
- II. Saundy moves to accept April minutes, Linda seconds, motion carries.
- III. Linda moves to accept May minutes, Saundy seconds, motion carries.
- IV. Treasurer's Report
 - a. Proposed budget for FY 2013-2014
 - i. Mentorship budget – review by members present (note indirect is what was written in the grant and not 10%). Motion by Jason to accept proposed mentorship budget, seconded by Linda and motion carries.
 - ii. Operating budget – review by members present, Saundy explains budget piece by piece for board. Motion to accept by Jen to accept proposed eein operating budget, seconded by Sharon, motion carries.
 - b. May eein Operating Budget: Income was registration fees, membership dues and mentorship income indirect. Discussion of what mentorship income indirect means. At the beginning of the new fiscal year, Pam and Jean need to have a meeting to ensure they are on the same page regarding bookkeeping practices.
 - c. May Mentorship Budget – No income coming in for May, Part C still owes \$1,000; Part B just sent in a check; Pam and Saundy are sure Part B will pay their whole \$10,000 share of the grant. Motion by Sharon to accept both the Mentorship and eein Budgets; seconded by Jen, motion carries.

Actual Balance> Left column	Mentorship	\$ Not sure if this is the YTD column, the Budget column or the Amount
	Operating	\$ “ “

- V. Committee Reports
 - a. Membership/Nominating
 - i. Election of officers – In order to keep on the schedule of electing 2 officers per year, the Board will elect the Vice President to a one year term.
 - ii. Sharon Kaiser as Vice President for one year, unanimously elected.
 - iii. Jen Doris as President for two years, unanimously elected.
 - iv. Pam Duffy as Treasurer for one year, unanimously elected. Saundy makes motion to amend motion to make Pam as Treasurer for two years, Sharon seconds, and motion passes unanimously.
 - v. Linda suggests we put an article in all newspapers in order to garner members. Jen will check with her PR contact about the website that sends notices to all papers in the state. We need a discussion at next month's meeting regarding Media and PR strategies. Discussion ensued about key organizations that may be missing from the eein list serv.
 - b. Technology – Nothing to report.
 - c. Newsletter – Need to get one out soon, topic will be safety and summer activities. Erin will give Jen access to the Facebook account so that she can post on eein's behalf.

d. Mentorship Advisory –

- i. The last Mentorship meeting was April 12 and there is a meeting is today. Pam will write up a report at the end of the fiscal year and send it out to the Board; the report will include a break-down of mentorship participation. She is confident that the grant money will all be spent by the end of June and is in contact with Ruth Littlefield regarding the DOE portion of the grant. The grant is on a two-year cycle and this is the end of the first year. Pam Miller Sallet will send Pam Duffy, the new treasurer, 12 months of bills for July 1.
- ii. Board members are welcome to attend the Mentorship Advisory meetings. Today at the meeting they will plan for next year.

e. Training and Education

i. Current happenings

Erin reported on the North Country workshop scheduled for June 22 in Berlin; there are only 4 people signed up so far. Linda recently found out that Gorham Early Learning Center has not been getting the eein workshop announcements; their email address will be added to the eein list serv.

ii. Future bookings

1. CCRR Requirements – Need Cindy to report on what these are at next month's meeting.
2. ESS Regulations for professional development – no one is certain on what the new regulations are, board members will look up the details. The board agreed that before we plan trainings we need to figure out what the training needs in the field are, per the various regulations.
3. Assign months, topics & responsibilities:
 - a. January 2014: Inclusion in preschool & child care settings, Strafford County, Sharon presenting & coordinating
 - b. February 2014:
 - c. March 2014: Reggio Emilia approach to learning OR Autism, Keene, Jason coordinating
 - d. March 2014: How to interface with child's school, Anywhere, Jen presenting & coordinating
 - e. April 2014: Autism, Anywhere, Jen presenting and coordinating
 - f. May 2014: Inclusion in preschool classrooms and child care settings, North Country, Sharon presenting and coordinating
 - g. June 2014:
 - h. July 2014:
 - i. August 2014:
 - j. September 2013: Challenging Behaviors, Laconia, Jes Sugrue presenting, need board member to attend (Tricia or Marti?)
 - k. September 2013: PCAN Curriculum, Need Location, Jes Sugrue presenting, need Board Member to attend
 - l. October 2013: Inclusive IMIL, Hooksett Library, Jes Sugrue presenting, need Board Member to attend
 - m. October 2013: Having difficult conversations with staff & children, need location, Terry and Jen presenting and coordinating
 - n. November 2013: Feeding & Swallowing- Need a location, Need a presenter, Linda will coordinate (and maybe present?)
 - o. December 2013: Having Difficult Conversations with staff & children, Salem area, Terri & Jen presenting, Pauline coordinating
 - p. Challenging behaviors in different location and different month
 - q. Obesity and Nutrition – Pam has a registered dietician contact
4. Discussion of providing incentive for host site; 2 staff from host-site can attend for free, need to market advantages to hosting workshops too (staff doesn't need to travel); motion for a new policy

that 2 people can attend for free from host site as long as they stay through end of workshop. Sandy makes motion, Pauline seconds, and motion passes unanimously.

VI. Old Business

- a. ELNH Contract – Board approval for contract changes – MaryEllen Schule as main Vista supervisor/contact.
 - i. Terry will talk with Jackie about adding to the contract that:
 - 1. The Vista is available for trainings as needed
 - 2. MaryEllen will attend some eein meetings in order to meet everyone and get a feel for the organization.
- b. Annual Meeting
 - i. October 9 in Concord, Meeting at 5:30; Workshop 6-8 with Jen & Terry presenting.

VII. New Business

- a. Retreat feedback & follow-up
 - i. Information on mergers from Marti, Erin will scan a copy and email it to the Board.
- b. Audit update
 - i. Terry is continuing to work with PJ, the auditor from DHHS; the goal is to get through this audit and figure out who to be in contact with for next year.
 - ii. If eein does another contract, the billing process needs to be clarified within the contract.

VIII. Adjourn Meeting

- a. Motion made by Sandy, seconded by Sharon, motion passes. Meeting adjourns at 12:03 pm.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2014

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

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

PRODUCER Sevigney-Lyons Insurance Abenaki Professional Park PO Box 1249 Wells ME 04090-1249		CONTACT NAME: PHONE (AC No. Ext): (207) 646-8388 FAX (AC No.): (207) 646-6935 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Insurance Co 23850 INSURER B: Travelers INSURER C: INSURER D: INSURER E: INSURER F:	
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COVERAGES CERTIFICATE NUMBER: NH Dept of Health REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPR999839	4/22/2014	4/22/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LMT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	ANY AUTO						\$
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$
	HIRE AUTOS						BODILY INJURY (Per person) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident) \$
	DED	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB1D18886	4/22/2014	4/22/2015	WC STATU- TORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LMT \$ 500,000

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

Additional insured for liability purposes only - Early Education & Intervention Network of NH

CERTIFICATE HOLDER (603) 226-7290 NH Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lucas Sevigney/CVS
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The mission statement for The Early Education and Intervention Network of NH (eein) is:

“to promote optimal development of young children with special needs and their families through the support and education of professionals and individuals who work with children and families by providing opportunities to learn, collaborate and build partnerships.”

COPY

EARLY EDUCATION AND INTERVENTION
NETWORK OF NEW HAMPSHIRE, INC.

FINANCIAL REPORT
(Compiled)

JUNE 30, 2013

*EARLY EDUCATION AND INTERVENTION
NETWORK OF NEW HAMPSHIRE, INC.*

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JUNE 30, 2013

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INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors
Early Education and Intervention
Network of New Hampshire, Inc.
Concord, New Hampshire

We have compiled the accompanying statements of financial position of Early Education and Intervention Network of New Hampshire, Inc. (a nonprofit organization) as of June 30, 2013 and 2012, and the related statements of activities and changes in net assets, and cash flows for the years then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

November 4, 2013

**EARLY EDUCATION AND INTERVENTION
 NETWORK OF NEW HAMPSHIRE, INC.
 STATEMENTS OF FINANCIAL POSITION
 JUNE 30, 2013 AND 2012
 SEE INDEPENDENT ACCOUNTANT'S COMPILATION REPORT**

ASSETS

	2013	2012
CURRENT ASSETS		
Cash and cash equivalents	\$ 15,615	\$ 20,026
Accounts receivable	2,799	2,000
Total current assets	\$ 18,414	\$ 22,026
PROPERTY AND EQUIPMENT		
Equipment	\$ 2,367	\$ 2,367
Less accumulated depreciation	(2,367)	(2,367)
	\$ -	\$ -
TOTAL ASSETS	\$ 18,414	\$ 22,026

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 513	\$ 225
Deferred revenue - conference	-	300
Total current liabilities	\$ 513	\$ 525
NET ASSETS		
Unrestricted	\$ 17,901	\$ 21,501
	\$ 17,901	\$ 21,501
TOTAL LIABILITIES AND NET ASSETS	\$ 18,414	\$ 22,026

The notes to financial statements are an integral part of this statement.

*EARLY EDUCATION AND INTERVENTION
NETWORK OF NEW HAMPSHIRE, INC.
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
JUNE 30, 2013 AND 2012
SEE INDEPENDENT ACCOUNTANT'S COMPILATION REPORT*

	<u>2013</u>	<u>2012</u>
UNRESTRICTED REVENUE:		
Service:		
Training - registration fees	\$ 5,035	\$ 5,480
Mentor B & C. Head Start. & Child Care	28,000	30,500
Public support	3,500	2,390
Interest income	3	10
Total unrestricted revenue and support	<u>\$ 36,538</u>	<u>\$ 38,380</u>
PROGRAM SERVICE EXPENSES		
Coordination	\$ -	\$ 7,000
Professional services	2,752	2,211
Mentor fees	13,588	14,700
Mentorship program coordinator	18,250	11,000
Mentorship expenses	308	2,789
Newsletter	-	315
Trainings	2,578	1,600
Membership expenses	166	229
Office expenses	341	118
Postage	119	95
Website development/technology	774	449
Telephone	373	359
Insurance	735	735
Other	154	340
	<u>\$ 40,138</u>	<u>\$ 41,940</u>
INCREASE (DECREASE) IN NET ASSETS	<u>\$ (3,600)</u>	<u>\$ (3,560)</u>
NET ASSETS - BEGINNING	<u>21,501</u>	<u>25,061</u>
NET ASSETS - ENDING	<u><u>\$ 17,901</u></u>	<u><u>\$ 21,501</u></u>

The notes to financial statements are an integral part of this statement.

*EARLY EDUCATION AND INTERVENTION
 NETWORK OF NEW HAMPSHIRE, INC.
 STATEMENTS OF CASH FLOWS
 JUNE 30, 2013 AND 2012
 SEE INDEPENDENT ACCOUNTANT'S COMPILATION REPORT*

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (3,600)	\$ (3,560)
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	(799)	(1,398)
Increase (decrease) in accounts payable	288	(95)
Increase (decrease) in prepaid memberships	(300)	300
Net cash provided by (used in) operating activities	\$ (4,411)	\$ (4,753)
 Cash and cash equivalents:		
Beginning	20,026	24,779
Ending	\$ 15,615	\$ 20,026

The notes to financial statements are an integral part of this statement.

*EARLY EDUCATION AND INTERVENTION
NETWORK OF NEW HAMPSHIRE, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012
SEE INDEPENDENT ACCOUNTANT'S COMPILATION REPORT*

NOTE 1 - NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

The Early Education and Intervention Network of New Hampshire, Inc. (the Organization) is a statewide nonprofit organization established to provide a leadership role in ensuring comprehensive, quality services for families with infants and young children who need developmental support.

Substantially all revenues are derived from Federal and State financial assistance, membership dues and program revenues. The Organization receives funding from Part B and Part C grants which are used for programs such as the annual conference, roundtables, parent scholarships, newsletter (four issues published per year), and interagency forums.

Basis of Accounting

Assets, liabilities, revenue, and expenses are reported on the accrual basis of accounting.

Basis of Presentation

Net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that will be met either by actions of the Organization and/or the passage of time.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that must be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of reporting the statements of cash flows, the Organization considers all cash accounts and all highly liquid debt instruments purchased with a maturity of three months or less, to be cash equivalents. At June 30, 2013 and 2012, the Organization maintained no cash equivalents.

Accounts Receivable

Based upon a favorable history over a substantial period of time, the Organization considers all accounts receivable as of June 30, 2013 and 2012 to be fully collectible. Therefore, no allowance for doubtful accounts has been established.

Property and Equipment

Property and equipment is stated at cost. Depreciation is computed using straight line and accelerated methods over estimated useful lives of five and seven years.

*EARLY EDUCATION AND INTERVENTION
NETWORK OF NEW HAMPSHIRE, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012
SEE INDEPENDENT ACCOUNTANT'S COMPILATION REPORT*

NOTE 1 - NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue and Support

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law. Expirations of temporary restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as net assets released from restrictions.

Advertising Costs

The Organization follows the policy of charging the costs of advertising to expense as incurred.

Income Taxes

The Organization is a non-profit organization determined to be exempt from Federal income tax under the Internal Revenue Code, Section 501(c)(3), and not a private foundation within the meaning of Section 509(a).

Accounting for Income Taxes

The Organization considers the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 740-10. The purpose of this topic is to clarify whether non-profit organizations may include tax benefits from uncertain tax positions in their financial statements. The Organization records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The Organization recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Organization is no longer subject to U.S. federal and state informational return examinations by tax authorities for years before 2008. The Organization has evaluated its tax positions and concludes that there are no tax positions it has taken which if challenged would result in a material effect on the financial statements.

NOTE 2 – FAIR VALUE OF FINANCIAL INSTRUMENTS

Financial Accounting Standards Board (FASB) ASC 825-10 *Disclosures about Fair Value Instruments* requires disclosure of fair value information about financial instruments whether or not recognized in the balance sheet. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. In that regard, the derived fair value estimates cannot be substantiated by comparison to independent markets and, in many cases, could not be realized in immediate settlement of the instruments. FASB ASC 825-10 excludes certain financial instruments and all nonfinancial instruments from its disclosure requirements. Accordingly, the aggregate fair value amounts presented do not represent the underlying value of the Organization.

Cash and cash equivalents: The carrying amounts reported in the balance sheets for cash and cash equivalents approximate those assets fair values.

Accounts receivable: The carrying amounts reported in the balance sheets for accounts receivable approximate those assets fair values because of the short maturity of those items.

Accounts payable: The carrying amounts reported in the balance sheets for accounts payable approximate those liabilities fair values because of the short maturity of those items.

*EARLY EDUCATION AND INTERVENTION
NETWORK OF NEW HAMPSHIRE, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012
SEE INDEPENDENT ACCOUNTANT'S COMPILATION REPORT*

NOTE 2 – FAIR VALUE OF FINANCIAL INSTRUMENTS (Continued)

Prepaid memberships: The carrying amounts reported in the balance sheet for prepaid memberships approximate those liabilities fair values because of the short maturity of those items.

Financial Accounting Standards Board (FASB) ASC 820-10, Fair Value Measurements provides for a common definition of fair value and establishes a framework to make the measurement of fair value in generally accepted accounting principles more consistent and comparable. *FASB ASC 820-10* also requires expanded disclosures to provide information about the extent to which fair value is used to measure assets and liabilities, the methods and assumptions used to measure fair value, and the effect of fair value measures on earnings. The Organization considers fair value concepts to test various long-lived assets for impairment. The Organization has determined that the adoption of *FASB ASC 820-10* does not have a material impact on its financial statements.

NOTE 3 - CORPORATE ORGANIZATION

The Organization is a voluntary corporation under Chapter 292 of the New Hampshire Revised Statutes Annotated and, therefore, has no capital stock.

NOTE 4 - BOARD DESIGNATED FUNDS

At June 30, 2013 and 2012, there were no Board designations of Unrestricted Net Assets.

NOTE 5 – SUBSEQUENT EVENTS

The Organization did not have any recognized or unrecognized subsequent events after June 30, 2013, the date of the statement of financial position. Subsequent events have been evaluated through November 4, 2013, the date the financial statements were available to be issued.

**Early Education and Intervention Network of New Hampshire Board of
Directors
July 2013 – July 2014**

Executive Board:

Jennifer Doris – President
Lakes Region Community Services
First term ends 2013

Sharon Kaiser – Vice-President
DHHS Division of Community Based Care
Services, Special Medical Services
Third term ends 2014

Pam Duffy – Treasurer
RCA Head Start
Second term ends 2015

Tricia Patten – Secretary
Lakes Region Child Care Services Inc.
First term ends 2013

Board of Directors:

Pauline Boyce
Easter Seals NH
First term ends 2013

Jessica Emond
SNHS, Inc Child Development, Head Start and
Early Head Start Programs
First term ends 2013

Jason Peck
Monadnock Developmental Services Early
First term ends 2015

Cindy Wallace
Easter Seals NH Child Care Resource and
First term ends 2015

Ex-officio Members

Pam Miller Sallet - Mentorship Coordinator
Erin Bodeau - eein Coordinator

The Early Education and Intervention Network of New Hampshire
“eein promotes professional development of individuals serving young children
with special needs”

JEAN V. LAWRIE, EA

Professional Accountant
with complete P&L financial management,
including A/R, A/P, bank reconciliation, analysis,
general ledger, financial statements, budgeting and payroll

BOOKKEEPING PLUS, LLC

- Jean V. Lawrie, EA -- Self-Employed Accountant and Enrolled Agent (Tax Preparer) serving businesses and individuals (1986-current)
- Create solutions to accounting and business situations in various types of businesses: many non-profits, retail, professionals, contractors, service providers, golf course, churches, farms, etc.

TEACHING:

- QuickBooks Pro at NHTI (Concord Community College) Continuing Education (2001-present)
- QuickBooks Pro at UNH Extension Service (2006-2012)
- Private Instruction to business owners and accounting personnel.

EDUCATION:

- Courses towards Masters in Business Administration
- B.S. in Business Administration/Accounting - Franklin Pierce College, Concord, NH.
- Associate Degree in Business Administration/Accounting -- NH Technical Institute, Concord, NH
- Associate Degree in Secretarial Science -- Medical -- Pierce College for Women, Concord, NH.
- Continuing education in tax and accounting including attending live seminars, webinars and researching various topics.

LICENSES:

- Enrolled Agent -- 1993 -- issued by Internal Revenue Service
- QuickBooks® ProAdvisor for many years. Certified QuickBooks® ProAdvisor 2010-2014.

PAMELA MILLER SALLET

Durham, NH 03824

EDUCATION

University of New Hampshire/Institute on Disabilities, Durham, NH
MCH Fellowship, Leadership Education in Neurodevelopmental Disabilities Program
Springfield College, Manchester, NH
MS in Human Service Administration
Wheelock College, Boston, MA
MS in Education, focus: Early Intervention
University of Maine, Orono, ME
BA in Psychology, minors: Communication Disorders and Developmental Disabilities

EMPLOYMENT

SERESC/Preschool Technical Assistance Network (PTAN), Bedford, NH
Early Childhood Facilitator/Consultant—Facilitates a variety of state and regional early childhood planning meetings; provides technical assistance to preschool special education coordinators; facilitates childcare trainings and collaboration; collaborates with early childhood/special education higher education faculty; coordinates with a variety of early childhood grants and efforts; and provides input to funding agencies. (12 years & presently)

Early Education and Intervention Network of NH, Concord, NH
Program Coordinator/Board Member – Oversees mentoring program for professionals working with children birth to five years with disabilities, including: marketing; recruiting; matching participants; evaluating; researching mentorship models; collaborating with other training initiatives; and reporting to funders, advisory board and board of directors. (16 years & presently)

The Upper Room, A Family Resource Center, Derry, NH
Families Reaching Our Goals Program Coordinator/Educator/Volunteer – Provides parent education for families of young children through: workshops; weekly support group facilitation; field trips; resources sharing; referrals; and collaboration with state and local agencies. Volunteers with fund raising and other program needs. (16 years & presently)

Parent Information Center (PIC), Concord, NH
Regional Facilitator—Supports school districts and ESS programs through the Supporting Successful Early Childhood Transitions (SSECT) grant to write and implement regional interagency agreements; and supports school districts and families to strengthen partnership in special education through NH Connections grant. (4 years & presently)

NH DHHS: Bureau of Developmental Services, Concord, NH
Welcome to Family Centered Early Supports and Services Coordinator – Oversees an orientation program for new FCESS providers, working with faculty and the Part C Director and statewide regional resources. (3 years & presently)
Director/Program Specialist – Implemented the Individuals with Disabilities Education Act in NH for infants and toddlers, including: writing federal grants; overseeing model demonstration projects; collaborating with state and local leaders; providing training and technical assistance; and representing NH at national meetings. (4 years)

United Developmental Services: Early Intervention Program, Hanover, NH
Program Coordinator– Supervised staff, initiated community outreach efforts, and facilitated service coordination for all families; collaborated with local and state resource providers on early childhood initiatives. (4 years)

Anne Sullivan Center: Early Intervention Program, Tewksbury, MA
Group Coordinator/Developmental Educator –Consulted to center-based groups for infants/toddlers regarding curriculum and supervision of interns; assessed children in all areas of development and provided home-visits in a multi-cultural community. (4 years)

Cambridge-Somerville Early Intervention Program, Cambridge, MA
Developmental Educator –Taught classrooms of toddlers with disabilities, assessed children, provided home-visits in a multi-cultural community. (3 years)

AFFILIATIONS

NH Child Development Bureau, Early Childhood Master Professional credential, Workshop Trainer endorsement (previously Trainer/Mentor/Faculty)—11 years
National Association for the Education of Young Children—member 12 years
Early Education and Intervention Network of NH—member 24 years/former BOD member
Council for Exceptional Children, Division for Early Childhood—member 30 years
NH Association for Infant Mental Health—BOD member 2 years

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jean Lawrie	Accountant/ Book Keeper	\$1,183.50	42%	\$500
Pam Miller Sallet	Mentorship Coordinator	\$11,000	100%	\$11,000

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jean Lawrie	Accountant/ Book Keeper	\$1,183.50	42%	\$500
Pam Miller Sallet	Mentorship Coordinator	\$11,000	100%	\$11,000