



Nicholas A. Toumpas
Commissioner

Lorraine Bartlett
Director

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
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October 28, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an amendment to exercise the renewal option in the agreement with Southeastern Regional Education Service Center Inc. (Vendor # 154866-B001), 29 Commerce Drive, Bedford NH 03110, for the provision of a statewide program that supports the inclusion of young children with special needs in child care programs, by increasing the price limitation by \$224,751.33 from \$260,000.00 to an amount not to exceed \$484,751.33 and by extending the completion date from December 31, 2015 to June 30, 2017, effective upon Governor and Executive approval. The original agreement was approved by Governor and Executive Council on December 4, 2013 (Item # 45). 100% federal funding.

Funds to support this request are available in the following account for State Fiscal Year 2016 and are anticipated to be available in State Fiscal Year 2017, upon the availability and continued appropriation of funds in the future operating budget, with ability to adjust encumbrances between State Fiscal Years through the Budget Office without further Governor and Executive Council approval, if needed and justified.

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

State Fiscal Year	Class/ Object Code	Class Title	Activity Code	Budget	Increase/ Decrease	Modified Budget Amount
2014	102-5007314	Contracts for Program Services	42117811	\$65,000	\$0	\$65,000
2015	102-5007314	Contracts for Program Services	42117811	\$130,000	\$0	\$130,000
2016	102-5007314	Contracts for Program Services	42117811	\$65,000	\$75,426	\$140,426
2017	102-5007314	Contracts for Program Services	42117811	\$0	\$149,325.33	\$149,325.33
Total				\$260,000	\$224,751.33	\$484,751.33

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EXPLANATION

The Department of Health and Human Services, Division for Children, Youth and Families, Child Development Bureau is responsible for the administration of Federal Child Care and Development Funds. New Hampshire is federally required by 45 CFR 98.51 to use these funds to increase the availability, accessibility and quality of child care programs throughout the state.

This request meets the conditions of the federal mandate to improve the quality of child care services throughout the State. Inclusion of young children with special needs in child care settings has been one of the specific areas to which funds have been directed.

Child care teachers and directors need to have access to the support necessary to successfully include young children with special needs in the classrooms. When young children with special needs are not successfully included, there is a high risk that teachers will leave their position and these children will be expelled from their child care program. These disruptions result in disorders in learning, behavior and development that last into enrollment in public school and put these children at a distinct disadvantage regarding achieving grade level reading and math skills by the end of third grade. Supports to child care teachers and directors to successfully include young children with special needs including telephone and on-site consultation, as well as group trainings significantly reduce the risk of teachers leaving their positions and children with special needs being expelled from their child care programs.

The original contract was competitively bid. On August 19, 2013 the Department issued a Request for Proposals to solicit proposals to provide a statewide program to support the inclusion of young children with special needs in child care programs. The request for proposals was available on the Department of Health and Human Services website from August 19, 2013 through October 10, 2013. There was one proposal submitted.

The proposal was evaluated based on the criteria published in the Request for Proposals by a team of Department of Health and Human Services employees with knowledge of the program requirements, business and management expertise, and knowledge of the Early Childhood Development Bureau mandates. Southeastern Education Services Center, Inc. was selected.

The original contract calls for the provision of these services for two years and reserves the Division's right to renew the agreement for up to two additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

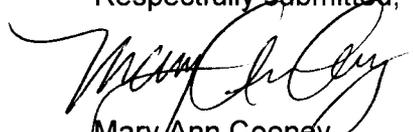
The Division has been satisfied with the services provided by Southeastern Education Services Center, Inc. and is exercising the renewal option in Exhibit C-1, Paragraph 3 of the original contract.

Should Governor and Council not authorize this request, the number of children expelled from child care programs may increase, resulting in barriers to a parent's ability to remain employed or be able to participate in job search activities.

Area Served: Statewide

Source of Funds: 100% Federal Funds

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Consultation for Successful Inclusion
of Young Children With Special Needs Contract**

This first Amendment to the Consultation for Successful Inclusion of Young Children With Special Needs contract (hereinafter referred to as "Amendment #1") dated this 21st day of October, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern Regional Education Service Center, Inc. (hereinafter referred to as the "Contractor"), a nonprofit corporation with a place of business at 29 Commerce Drive, Bedford, New Hampshire.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 4, 2013 (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 this agreement may be amended only by an instrument in writing signed by the parties hereto and Standard Exhibit C-1 the State may renew the contract for up to two additional years, only after approval of such amendment by the Governor and Executive Council;

WHEREAS the State and the Contractor have agreed to increase the price limitation, extend the Contract and amend Exhibit A, Scope of Services of the contract;

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

To amend as follows:

1. Form P37, General Provisions, Item 1.7, Completion Date, to read:
June 30, 2017
2. Form P27, General Provisions, Item 1.8, Price Limitation, to read:
\$484,751.33
3. Replace Exhibit A, Scope of Services, Section 2, Services To Be Provided, paragraph 2.3.3 with:
2.3.3 Have knowledge, training and expertise in the areas of:
4. Add Exhibit A, Scope of Services, Section 2, Services To Be Provided, paragraph 2.3.3.10:
2.3.3.10 Trauma informed Early Childhood.
5. Add Exhibit B-3 Amendment #1.
6. Add Exhibit B-4 Amendment #1.
7. Replace Exhibit B, Method and Conditions Precedent to Payment, Paragraph 2.2 to read:
Expenditures shall be in accordance with the approved line item budget shown in exhibits B-1, B-2, B-3 Amendment #1 and B-4 Amendment #1.



8. Replace Standard Exhibit C with:
Exhibit C – Special Provisions Amendment #1.
9. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, to read:
From 1/1/14 to 6/30/17
10. Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read:
1/1/14 through 6/30/17
11. Replace Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance with:
Exhibit G, Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.

New Hampshire Department of Health and Human Services
Consultation for Successful Inclusion of Young Children With Special Needs



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

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

State of New Hampshire
Department of Health and Human Services

11/3/15
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

Southeastern Regional Education Service Center Inc.

10/22/15
Date

Richard LaSalle
Name/Title Richard LaSalle
Executive Director

Acknowledgement:

State of NH, County of Hillsborough on 10/22/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Jeffrey Wallace
Name and Title of Notary or Justice of the Peace

Jeffrey Wallace
my commission expires 9/17/2019

**New Hampshire Department of Health and Human Services
Consultation for Successful Inclusion of Young Children With Special Needs**



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

OFFICE OF THE ATTORNEY GENERAL

11/13/15
Date

[Signature]
Name: Megan Murphy
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-3 Amendment #1

Budget Form

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

Bidder/Program Name: Southeastern Regional Education Services Center, Inc.

Budget Request for: RFP #14-DHHS-DCYF-05

Budget Period: 1/1/16 - 12/31/16

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 62,863.25	\$ 762.50	\$ 63,625.75	Allocation of G&A cost proportional to budget or allocated space
2. Employee Benefits	\$ 9,543.70	\$ 112.55	\$ 9,656.25	
3. Consultants	\$ 60,125.00	\$ 1,202.50	\$ 61,327.50	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 0.00	\$ 26.75	\$ 26.75	
Repair and Maintenance	\$ 0.00	\$ 2,158.30	\$ 2,158.30	
Purchase/Depreciation	\$ 0.00	\$ 847.70	\$ 847.70	
5. Supplies:	\$ 0.00	\$ 573.00	\$ 573.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 350.00	\$ 62.42	\$ 412.42	
6. Travel	\$ 4,770.00	\$ 21.21	\$ 4,791.21	
7. Occupancy	\$ 0.00	\$ 5,550.85	\$ 5,550.85	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 900.00	\$ 14.94	\$ 914.94	
Postage	\$ 0.00	\$ 8.30	\$ 8.30	
Subscriptions	\$ 82.25	\$ 1.37	\$ 83.62	
Audit and Legal	\$ 0.00	\$ 342.00	\$ 342.00	
Insurance	\$ 0.00	\$ 488.27	\$ 488.27	
Board Expenses	\$ 0.00	\$ 8.30	\$ 8.30	
9. Software	\$ 0.00	\$ 36.85	\$ 36.85	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 138,634.20	\$ 12,217.80	\$ 150,852.00	

Indirect As A Percent of Direct

8.81%

Exhibit B-4 Amendment #1

Budget Form

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

Bidder/Program Name: Southeastern Regional Education Services Center, Inc.

Budget Request for: RFP #14-DHHS-DCYF-05

Budget Period: 1/1/17 - 6/30/17

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 31,678.20	\$ 633.56	\$ 32,311.76	Allocation of G&A cost proportional to budget or allocated space
2. Employee Benefits	\$ 4,822.08	\$ 93.51	\$ 4,915.59	
3. Consultants	\$ 27,710.00	\$ 554.20	\$ 28,264.20	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 0.00	\$ 13.38	\$ 13.38	
Repair and Maintenance	\$ 0.00	\$ 1,079.15	\$ 1,079.15	
Purchase/Depreciation	\$ 0.00	\$ 423.85	\$ 423.85	
5. Supplies:	\$ 0.00	\$ 573.00	\$ 573.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 175.00	\$ 31.21	\$ 206.21	
6. Travel	\$ 2,385.00	\$ 10.60	\$ 2,395.60	
7. Occupancy	\$ 0.00	\$ 2,775.43	\$ 2,775.43	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 450.00	\$ 7.47	\$ 457.47	
Postage	\$ 0.00	\$ 4.15	\$ 4.15	
Subscriptions	\$ 41.13	\$ 0.68	\$ 41.81	
Audit and Legal	\$ 0.00	\$ 171.00	\$ 171.00	
Insurance	\$ 0.00	\$ 244.14	\$ 244.14	
Board Expenses	\$ 0.00	\$ 4.15	\$ 4.15	
9. Software	\$ 0.00	\$ 18.43	\$ 18.43	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 67,261.41	\$ 6,637.92	\$ 73,899.33	

Indirect As A Percent of Direct

9.87%



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 funders 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 funders, 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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New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



- 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.

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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. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. 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
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. 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.



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

10/22/15
Date

Contractor Name: Southeastern Regional Education Service Center, Inc.
[Signature]
Name: Richard LaSalle
Title: Executive Director

Exhibit G

Contractor Initials RL

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

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 SOUTHEASTERN REGIONAL EDUCATIONAL SERVICE CENTER is a New Hampshire nonprofit corporation formed August 6, 1974. 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 26th day of October A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Dr. Charles P. Littlefield, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southeastern Regional Education Service Center, Inc.
(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 9-25-2015
(Date)

RESOLVED: That the Executive Director
(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 22nd day of October, 2015.
(Date Contract Signed)

4. Richard LaSalle is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NH

County of Hillsborough

The forgoing instrument was acknowledged before me this 22nd day of October, 2015.

By Dr. Charles P. Littlefield
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 9/17/2019



SERESC

Southeastern
Regional
Education
Service Center, Inc.

29 Commerce Drive
Bedford, NH 03110
Phone: (603) 206-6800
Fax: (603) 206-6599
www.seresc.net

RICHARD LASALLE
Executive Director

Inspiring innovation and excellence in education and professional practice.

SERESC'S MISSION STATEMENT

***Inspiring innovation and excellence in education and
professional practice.***

MEMBER SCHOOL DISTRICTS

Auburn • Bedford • Candia • Hampstead • Hooksett • Hudson • Litchfield
Londonderry • Merrimack • Pelham • Timberlane • Windham

**Southeastern Regional Education
Service Center, Inc.**

Independent Auditors' Reports Pursuant
to Governmental Auditing Standards
and The Single Audit Act Amendments of 1996

For the Year Ended June 30, 2014

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REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

102 Perimeter Road
Nashua, NH 03063
(603) 882-1111
melansonheath.com

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

Independent Auditors' Report

To the Board of Directors of
Southeastern Regional Education Service Center, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Southeastern Regional Education Service Center, Inc., which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 26, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore,

material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule findings and questioned costs as items 2014-001 and 2014-002 that we consider to be significant deficiencies.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Melanson Heath

January 26, 2015

REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM; REPORT ON INTERNAL
CONTROL OVER COMPLIANCE; AND REPORT
ON THE SCHEDULE OF EXPENDITURES OF FEDERAL
AWARDS REQUIRED BY OMB CIRCULAR A-133

Independent Auditors' Report

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

To the Board of Directors
Southeastern Regional Education Service Center, Inc.

Report on Compliance for Each Major Federal Program

We have audited Southeastern Regional Education Service Center, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2014. The Organization's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Basis for Qualified Opinion on the Special Education Cluster

As described in the accompanying schedule of findings and questioned costs, the Organization did not comply with requirements regarding the Special Education Cluster as described in finding number 2014-003 for Allowable Costs/Cost Principles. Compliance with such requirements is necessary, in our opinion, for the Organization to comply with the requirements applicable to that program.

Qualified Opinion on the Special Education Cluster

In our opinion, except for the noncompliance described in the Basis for Qualified Opinion paragraph, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Special Education Cluster for the year ended June 30, 2014.

Report on Internal Control over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified certain deficiencies in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2013-003 that we consider to be significant deficiencies.

The Organization's response to the internal control over compliance findings identified in our audit are described in the accompanying schedule of findings and questioned costs and/or corrective action plan. The Organization's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of Southeastern Regional Education Service Center, Inc. as of and for the year ended June 30, 2014, and have issued our report thereon dated January 26, 2015, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Melanson Heath

January 26, 2015

Southeastern Regional Education Service Center, Inc.

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2014

Federal Grantor/ Pass-Through Grantor/ <u>Program Title</u>	<u>Federal CFDA Number</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Education</u>		
Passed through the State of New Hampshire, Department of Education		
Special Education - Grants to States	84.027	\$ 551,813
Special Education - Preschool Grants	84.173	<u>179,436</u>
Total U.S. Department of Education		<u>731,249</u>
<u>U.S. Department of Health and Human Services:</u>		
Child Care and Development Block Grant	93.575	<u>290,512</u>
Total U.S. Department of Health and Human Services		<u>290,512</u>
Total Federal Expenditures		<u>\$ 1,021,761</u>

This schedule was prepared on an accrual basis of accounting.

See accompanying report on requirements of OMB Circular A-133.

State identifying numbers were not available for the pass-through grants listed above.

Southeastern Regional Education Service Center, Inc.

Schedule of Findings and Questioned Costs

For the Year Ended June 30, 2014

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

- Material weaknesses identified? yes no
- Significant deficiencies identified? yes none reported

Noncompliance material to financial statements noted? yes no

Federal Awards

Internal control over major programs:

- Material weaknesses identified? yes no
- Significant deficiencies identified? yes none reported

Type of auditors' report issued on compliance for major programs:

Special Education – Grants to States	Qualified
Special Education – Preschool Grants	Qualified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? yes no

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
84.027/84.173	Special Education Cluster

Dollar threshold used to distinguish between type A and type B programs: \$300,000

Auditee qualified as low-risk auditee? yes no

SECTION II - FINANCIAL STATEMENT FINDINGS

Finding

Finding/Noncompliance

2014-001 Improve Controls over Payroll Disbursements (Significant Deficiency)

During the fiscal year 2014 audit, we noted certain issues related to controls over payroll disbursements as a result of our testing, as follows.

- a. One rate agreement out of forty payroll transactions tested did not include documented approval. In addition, there was no support for the hourly rate paid to one employee.

Organization's Response:

We plan to be more diligent in getting this documentation.

- b. Although procedures exist requiring the Executive Director to verify that terminated employees are no longer receiving employee benefits, this potential mitigating control was not documented.

Organization's Response:

A new procedure has been implemented to have the Executive Director review and sign the termination or change form for the employee and verify it against the bill showing the adjustment.

- c. Although the Employee Master File Audit Report (i.e., payroll change log) is printed monthly and reviewed by the Executive Director, this potential mitigating control was not documented.

Organization's Response:

The printing of the Employee Master File Audit Report is now part of our regular documented month-end procedure.

We recommend that the Organization address the issues noted above in order to improve controls over payroll disbursements.

2014-002 Improve Financial Reporting and Accounting System Internal Controls (Significant Deficiency)

The following is a list of recommendations intended to improve financial reporting and accounting system internal controls:

- a. Procedures for journal entries should be formalized. Specifically, journal entries should be approved by someone other than the initiator. This can be accomplished by creating a separate journal entry form which documents this process, or by printing out the entry and documenting on it. Supporting documentation should be attached and retained. Alternatively, support for journal entries can be included in the monthly financial reporting package and reviewed and approved by a committee of the Board.

Organization's Response:

Starting in the new fiscal year, an individual in the Business Office that does not have the ability to enter journal entries will review and initial each journal entry.

<u>Finding #</u>	<u>Program</u>	<u>Finding/Noncompliance</u>	<u>Questioned Cost</u>
		<p>activity reports or timesheets, that document the portion of time spent working on tasks related to the federal grant program and time spent on programs supported by the other revenue sources. OMB Circular A-122 requires that these records must (1) be done after the fact (not estimated or budgeted), (2) account for the total activities for which the employee is being paid, (3) be prepared at least monthly and coincide with one or more pay periods, and (4) be signed by the employee.</p> <p><u>Condition</u> During our audit, we tested a sample of payroll disbursements in order to determine if adequate time and effort records were maintained. As a result of our testing of employees charged to the grants (via journal entries allocating payroll and related benefits), it was determined that time and effort certifications for salaried employees for the period under audit were not prepared to substantiate the allocated expenses, nor were there timesheets documenting time worked on the grants.</p> <p><u>Effect</u> Time and effort documentation did not meet Federal requirements. Questioned costs are all allocated salaries and related benefits.</p> <p><u>Recommendations</u> We recommend that the Organization implement policies and procedures to ensure that adequate documentation of time and effort is maintained for all employees whose salaries are paid in full or in part from federal grant funds.</p> <p>This will ensure that the Organization is in full compliance with the documentation requirements of OMB Circular A-122, Attachment B, Paragraph 8.m.</p>	

<u>Finding #</u>	<u>Program</u>	<u>Finding/Noncompliance</u>	<u>Questioned Cost</u>
		<p><u>Organization's Response</u> Policies and procedures will be revised to ensure maintenance of a adequate documentation of time and effort and full compliance with the applicable regulations as per OMB Circular A-122, Attachment B. Paragraph 8.m. Period specific, semi-annual time certifications will be executed for staff whose wages are funded by the federal grant. Biweekly timesheets documenting the portion of time engaged in grant supported activities versus other non-grant funded program activities will be completed and signed by hourly employees whose wages are partially funded through the federal grant. The employee's supervisor will review and co-sign the timesheets for accuracy and completeness.</p>	

SECTION IV - SCHEDULE OF PRIOR YEAR FINDINGS

<u>Finding #</u>	<u>Program</u>	<u>Finding/Noncompliance</u>
2013-003	Special Education – Grants to States 84.027	<p><u>Improve Time and Effort Records (Compliance Finding and Significant Deficiency)</u> Repeated as current year finding 2014-003.</p>
	Special Education – Preschool Grants 84.173	



SERESC

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RICHARD LASALLE
Executive Director

Inspiring innovation and excellence in education and professional practice.

SERESC 2015 Board of Directors

Each of the following Board Members, including the Chairperson, provides approximately one hour of service per week to SERESC. SERESC's Board Members do not receive compensation for their services.

CHAIRPERSON

Dr. Charles (Phil) Littlefield
90 Farmer Road
Hooksett, NH 03106

SAU #15

Ph: 622-3731 ext 15 Fax: 669-4352
plittlefield@sau15.net

VICE CHAIRPERSON

Ms. Marjorie Chiafery
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Merrimack, NH 03054

SAU #26

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MEMBER SCHOOL DISTRICTS

Auburn • Bedford • Candia • Hampstead • Hooksett • Hudson • Litchfield
Londonderry • Merrimack • Pelham • Timberlane • Windham

Joan M. Izen, M.A., CCC-SLP
jizen@seresc.net

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

Summary

- Over thirty years experience in leadership and management positions within education and other non-profit environments.
- Expertise in assessment, meeting facilitation, strategic planning, change management, team development, process analysis and evaluation.
- Successful grant writer with a twenty-five year proven track record.
- Organized and articulate; strong written and verbal language skills.

Professional Experience

Organization Development Consultant

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

Jaffrey-Rindge School District, Jaffrey, NH [2009-2011]

- Engaged a team of special education administrators and preschool special education teachers and therapists in a two-year strategic planning and implementation process to promote improved education outcomes for the district's identified preschool children and their families.

SERESC Leadership Team [7/11-present]

- Ongoing facilitation to support the development of a comprehensive strategic plan with clearly articulated mission, vision and core values.

Project Director, Grant Writer, Consultant

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

NH Preschool Technical Assistance Network [1990-present]

- Conceived, designed and developed the Preschool Technical Assistance Network (PTAN), a statewide professional development system that promotes quality programs for New Hampshire's young children with special needs and their families.
- Ongoing grant writing responsibilities to secure local, state and federal funding
- Designed and ongoing maintenance of project website: <http://ptan.seresc.net/>
- Hire, supervise and support project staff and associated consultants
- Facilitate interagency groups; provide individual and group consultation; develop training curriculum; and train small and large groups
- Produce annual reports documenting achievement of project goals with substantive outcome data

The Regional Preschool Improvement Project [1998-2008]

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

The Early Childhood Training Project [1992-1996]

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

The Regional Child Find Project [1989-1992]

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

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

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

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

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

Director of Program Development, Speech/Language Pathologist [1981-1987]

The Early Intervention Program at Southern New Hampshire Medical Center, Nashua NH

Speech-Language Pathologist [1980-1981]

Crotched Mountain Rehabilitation Center, Greenfield, NH

Education

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

Appointments and Achievements

- *Lake Kanasatka Watershed Association*, Board of Directors [8/13-present]
- *Girls At Work, Inc.*, Chair, Board of Directors [9/10-6/13]
- *Gwen and Henry Morgan Award* recipient, New Hampshire Department of Health and Human Services/Child Development Bureau, “*in recognition of your achievement in professional development and commitment to improving the quality of care and education in New Hampshire*”
- Presentation at the OSEP National Early Childhood Conference, “Preschool Inclusion: Fortunately It Only Gets Better. Here’s Why...” [12/08]
- *Mary Stuart Gile Award* recipient, New Hampshire Department of Health and Human Services/Child Development Bureau, “*in recognition of your commitment to the development of the next generation of early childhood professionals*” [4/06]
- New Hampshire Department of Health and Human Services/Child Development Bureau, Early Childhood Credential Level 3: Trainer, Mentor, Faculty, 2002-2008; Early Childhood Master Professional: Program Consultant, 10/11
- New Hampshire Child Care Advisory Council, 1996-present (Secretary, 1998-2002, Vice-Chair, 2002-2008, Co-Chair, 2011-2013)
- The Council for Exceptional Children/Division for Early Childhood Information and Technology Committee, 2004-2006

Professional Affiliations

- The Organization Development Network
- New Hampshire Center for Nonprofits
- The American Speech-Language-Hearing Association
- New Hampshire Early Education and Intervention Network
- The Council for Exceptional Children - Division of Early Childhood

- The National Association For The Education Of Young Children
- Zero to Three

Linda A. Trapane
Email: linda@seresc.net

Employment History:

- 2000 – Present Southeastern Regional Education Service Center: PTAN Project Assistant
Responsible for supporting the Director and Consultants involved in the **Preschool Technical Assistance Network**. Duties include the management of PTAN projects, creating literature, maintaining all activities for workshops/conferences, schedules, travel, and correspondence. Other responsibilities include monthly work for the New Hampshire Child Care Advisory Council and many aspects of the statewide Child Care Inclusion Program including the management of the 800 phone line, intake of all calls, communication with Child Care Providers regarding the immediate help requested, processing of the data collected and creation of reports.
- 1999 – 2000 Southeastern Regional Education Service Center: Administrative Assistant/Office Manager
Daily activity includes working directly with the Executive Director in the full operation of this not for profit Educational Service Center. Direct support to the Executive Director and Educational Consultants, quarterly management of the CHILDFIND Screening Project, monthly management of the NHASEA project, and monthly Board meetings are part of the duties required in this position.
- 1995 – 1999 Jen-Bill Co., Inc.: Business Administrator
Responsible for all aspects of this Retail, Wholesale and Auction business. Daily activities include retail management, hiring and firing, scheduling, accounts receivable, accounts payable, advertising, customer service, travel and purchasing.
- 1993 – 1995 Southern New Hampshire Community School of the Arts: Office Manager
Reported to the Executive Director. Directly responsible for the daily operation of a not for profit organization.

Education:

- 2002 - current Southern New Hampshire University
Manchester, NH
Candidate for Degree, BS in Business Administration, 3.7 GPA
- 1981 – 1982 Wilfred Academy
Malden, MA
Certificate in Hair Design & Office Management
Class 1 Operator's License
- 1979 – 1981 Massachusetts College of Pharmacy
Boston, MA
- 1975 – 1979 Revere High School
Revere, MA
Diploma

References: Personal and professional furnished upon request.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Southeastern Regional Education Service Center, Inc.

Name of Program: Consultation for Successful Inclusion of Young Children with Special Needs

BUDGET PERIOD: SFY 16				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Joan M. Izen	Project Director	\$98,137	47.74%	\$46,849.25
Linda A. Trapane	Project Assistant	\$16,014	100.00%	\$16,014.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$62,863.25

BUDGET PERIOD: SFY 17				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Joan M. Izen	Project Director	\$98,137	24.12%	\$23,671.20
Linda A. Trapane	Project Assistant	\$16,014	50.00%	\$8,007.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$31,678.20

18

MJT
45



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

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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

November 19, 2013

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

100% federal funds

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with Southeastern Regional Education Service Center Inc. (Vendor # 154866-B001), 29 Commerce Drive, Bedford NH 03110 in an amount not to exceed \$260,000, to provide a statewide program to support the inclusion of young children with special needs in child care programs, effective January 1, 2014 or date of Governor and Council approval, whichever is later, through December 31, 2015.

Funds to support this request are available in the following account in the State Fiscal Year 2014 and 2015 budgets, and are anticipated to be available in the State Fiscal Year 2016 budget with the authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

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

SFY	Class/Object	Class Title	Activity Number	Budget
2014	102-5007314	Contracts for Program Services	42117811	\$ 65,000
2015	102-5007314	Contracts for Program Services	42117811	\$ 130,000
2016	102-5007314	Contracts for Program Services	42117811	\$ 65,000
Total:				\$260,000

EXPLANATION

The Division of Health and Human Services, Division for Children, Youth and Families, Child Development Bureau is responsible for the administration of Federal Child Care and Development Funds. New Hampshire is federally required by 45 CFR 98.51 to use these funds to increase the availability, accessibility and quality of child care programs throughout the state.

This request meets the conditions of the federal mandate to improve the quality of child care services throughout the State. Inclusion of young children with special needs in child care settings has been one of the specific areas to which funds have been directed.

Child care teachers and directors need to have access to the support necessary to successfully include young children with special needs in the classrooms. When young children with special needs are not successfully included, there is a high risk that teachers will leave their position and these children will be expelled from their child care program. These disruptions result in disorders in learning, behavior and development that last into enrollment in public school and put these children at a distinct disadvantage regarding achieving grade level reading and math skills by the end of third grade. Supports to child care teachers and directors to successfully include young children with special needs including telephone and on-site consultation, as well as group trainings significantly reduce the risk of teachers leaving their positions and children with special needs being expelled from their child care programs.

New Hampshire's children and their families benefit from quality services that provide an alternative to expulsion from a child care program. The consequences of expulsion have implications for parental employment as well as negative outcomes for children.

This contract was competitively bid. On August 19, 2013 the Department issued a Request for Proposals to solicit proposals to provide a statewide program to support the inclusion of young children with special needs in child care programs. The request for proposals was available on the Department of Health and Human Services website from August 19, 2013 through October 10, 2013. There was one proposal submitted.

The proposal was evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements and the Division for Children, Youth and Families' Early Childhood Development Bureau mandates. The team also included staff with significant business and management expertise.

The proposal was evaluated based on the criteria published in the Request for Proposals. Southeastern Regional Education Services Center was selected. The bid summary is attached.

The attached contract calls for the provision of these services for two years and reserves the Division's right to renew the agreement for up to two additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should Governor and Council not authorize this request, the number of children expelled from child care programs may increase, resulting in barriers to a parent's ability to remain employed or be able to participate in job search activities.

Her Excellency, Margaret Wood Hassan
And the Honorable Council
Page 3 of 3

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

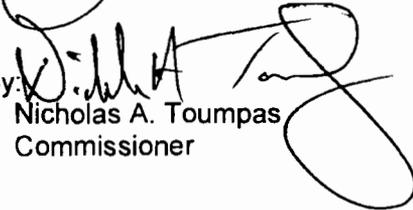
In the event that Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved By:



Nicholas A. Toumpas
Commissioner



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

Consultation for Successful Inclusion of
Young Children with Special Needs

14-DHHS-DCYF-05

RFP Name

RFP Number

Bidder Name

1. Southeastern Regional Education Service Center,
Inc.

- 2. 0 _____
- 3. 0 _____
- 4. 0 _____
- 5. 0 _____
- 6. 0 _____
- 7. 0 _____
- 8. 0 _____

Pass/Fail	MAXIMUM Points	
	200	
	200	
	200	
	200	
	200	
	200	
	200	

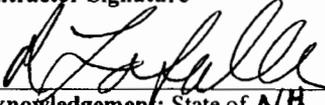
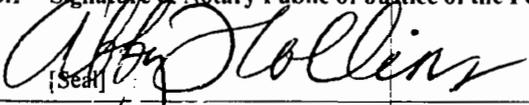
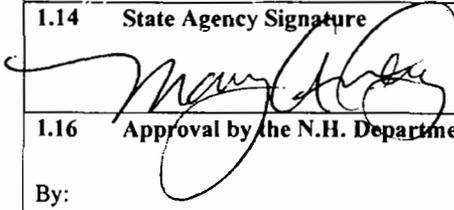
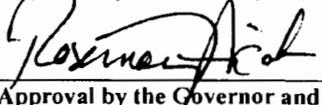
Reviewer Names

- 1. Ellen C. Wheatley, Ph.D., Child Development
Bureau Administrator
- 2. Jessica Sugrue, Program Specialist III
- 3. P.J. Nadeau, MBA CPM
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____

Subject: Consultation for the Inclusion of Young Children with Special Needs

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 and Human Services Division of Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southeastern Regional Education Service Center, Inc.		1.4 Contractor Address 29 Commerce Drive Bedford, NH 03110	
1.5 Contractor Phone Number 603-206-6800	1.6 Account Number 010-042-29780000-102-500731	1.7 Completion Date December 31, 2015	1.8 Price Limitation \$260,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard LaSalle, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>11/13/13</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]			
1.13.2 Name and Title of Notary or Justice of the Peace ABBY COLLINS, Notary Public My Commission Expires September 23, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>11-20-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: AK
Date: 11/15/03

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: PK
Date: 07/12/13

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 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Service(s) described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

2. Services To Be Provided

The Contractor shall provide coordination, training, and technical assistance to child care programs that work with children ages six (6) weeks through five (5) years of age (hereby known as 'young children') whose cognitive, language, physical, social and/or behavioral development is atypical (hereby known as 'special needs') to promote inclusion of these children in early care and education programs that are developmentally appropriate for their needs. The Contractor shall:

- 2.1 Submit a detailed work-plan for approval by the Administrator of the Child Development Bureau (CDB) within 30 days of the contract effective date.
- 2.2 Keep all work associated with the Contract on schedule based on the work-plan submitted by the Contractor and approved by the Department.
- 2.3 Assure that consultants providing services for this contract are fully qualified by ensuring consultants:
 - 2.3.1 Have, at minimum, the CDB Master Professional Early Childhood Credential with the Program Consultant or Allied Professional Endorsement.
 - 2.3.2 Submit a current resume, including notation of their Early Childhood Credential, or Baccalaureate degree, as well as relevant work experience to the Contractor.
 - 2.3.3 Have knowledge and expertise in the areas of:
 - 2.3.3.1 Early childhood education/special education.
 - 2.3.3.2 Family- and center-based child care.
 - 2.3.3.3 Early childhood mental health.
 - 2.3.3.4 Developmentally appropriate practices.
 - 2.3.3.5 Culturally competent practices.
 - 2.3.3.6 Behavior management strategies that prioritize positive behavioral supports.
 - 2.3.3.7 Parent communication.



- 2.3.3.8 Administration of the Ages and Stages Questionnaire (ASQ) Child Development and ASQ Social-Emotional developmental screening scales.
- 2.3.3.9 NH Early Learning Guidelines (to be known as NH Early Learning Standards upon release).
- 2.3.4 Uphold the guiding principles that:
 - 2.3.4.1 Children are capable individuals.
 - 2.3.4.2 Behavior is a form of communication.
 - 2.3.4.3 Describing behaviors and feelings is a more effective support to children than labeling them.
 - 2.3.4.4 It is the teacher's role and responsibility to teach children positive (pro-social) social skills.
 - 2.3.4.5 Time out is not an effective behavior management strategy because it doesn't teach children pro-social skills.
 - 2.3.4.6 Change in child behavior depends on change in the teacher's behavior.
 - 2.3.4.7 Child Care Inclusion Consultants model respect and active listening in all interactions.
 - 2.3.4.8 Reflective consultation is a form of professional development that has direct, positive impact on children's behaviors.
 - 2.3.4.9 Consultation is most effective when it is requested not mandated.
 - 2.3.4.10 Establishing a strong consultative relationship with teachers and administrators is key to having a positive impact on children's behaviors.
- 2.4 Maintain all Contractor consultant resumes and supporting documentation of education attained, as described in Section 2.3, above, on file and available for review by the Department.
- 2.5 Determine method of consultation for each consultation request received based on clinical judgment with consideration for preference of method expressed by the teacher or administrator of the child care program. The Contractor shall:
 - 2.5.1 Gather pertinent data, by telephone, regarding the child, classroom or program, which includes but is not limited to:
 - 2.5.1.1 The child's strengths and challenges.
 - 2.5.1.2 Developmental history.
 - 2.5.1.3 Significant medical and/or mental health history.
 - 2.5.1.3 Family dynamics.
 - 2.5.1.4 Family's previous child care experience, including previous expulsions
 - 2.5.1.5 Other related services the child and family receives or previously received (i.e. Early Supports and Services (ESS), preschool special education, mental health supports).
 - 2.5.1.6 Current schedule of attendance.



- 2.5.1.7 Classroom dynamics.
- 2.5.1.8 Program policies regarding inclusion, expulsion and behavior management.
- 2.5.1.9 Classroom composition (total number of children, age range, gender).
- 2.5.1.10 Classroom strengths and challenges.
- 2.5.1.11 Staff qualifications including education and experience.
- 2.5.1.12 Frequency and intensity of challenging behaviors.
- 2.5.1.13 Behavior management strategies attempted and impact.
- 2.5.1.14 Parent communication strategies.
- 2.5.2 Work with the teacher or administrator to develop an action plan for targeted professional development, based on information received in Section 2.5.1 above.
- 2.5.3 Deliver services in an efficient and cost-effective manner.
 - 2.5.3.1 Telephone consultation is the most efficient and cost effective method for implementing action plans developed in Section 2.5.2, above.
 - 2.5.3.2 On-site consultation may be provided when sufficient information about the child or classroom cannot be collected via telephone consultation or other extenuating circumstances, as determined by the Contractor, exist.
- 2.5.4 The determination of telephone versus on-site consultations shall be a joint decision based on the Consultant's clinical judgment and the preference of the teacher or administrator.
- 2.6 Match Contract consultants to specific child care program and child or children by:
 - 2.6.1 Maintaining a cohort of consultants based throughout the state.
 - 2.6.1 Determining appropriate consultant based on:
 - 2.6.1.1 Areas of need as determined in the action plan developed in Section 2.5.2, above.
 - 2.6.1.2 Geographical location of the child care program.
 - 2.6.1.3 Consultant availability.
- 2.7 Assure opportunities for parents to be meaningfully included in all consultations, including on-site consultations by:
 - 2.7.1 Developing a parent release form for child care program use that provides information about the Contractor services, including the guiding principles stated in Section 2.3.4, above.
 - 2.7.2 Developing a tool and a form for consultants' use with teachers that will assist modification of consultant recommendations for families to use at home.
 - 2.7.3 Working with the Parent Information Center (PIC) and NH Family Voices to develop tip sheets that support teachers and administrators in their efforts to:



- 2.7.3.1 Communicate with parents regarding challenging behaviors.
- 2.7.3.2 Engage parents in the consultation process.
- 2.7.4. Attending parent meetings, as appropriate.
- 2.7.5 Providing telephone consultation to parents of children for whom a consultation has been requested in order to support the child's success in the child care program.
- 2.7.6 Providing parents with the ASQ, Child Development and/or Social-Emotional developmental screening scales, as appropriate to the consultation, to provide parental perspective regarding the child's developmental strengths and challenges and to promote appropriate referrals for evaluation.
- 2.7.7 Developing a child development training curriculum focusing on social-emotional child development in which parents and child care staff jointly participate in order to promote shared learning and partnership development. The Contractor shall, subject to the review and approval of the Department:
 - 2.7.7.1 Collaborate with other agencies, programs and school districts including but not limited to the Child Care Aware of NH, PIC, Head Start, FC-ESS and preschool special education when developing training curriculum.
 - 2.7.7.2 Complete development of curriculum within the first twelve (12) months from the start of the Contract.
- 2.7.8 Implementing the training curriculum described in Section 2.7.7, above, during the second twelve (12) months of the Contract. The Contractor shall:
 - 2.7.8.1 Explore collaboration opportunities with the Child Care Aware of NH, PIC and/or NH Family Voices to implement the training curriculum.
 - 2.7.8.2 Pilot the training curriculum in at least two (2) geographically diverse child care programs.
- 2.7.9 Promoting parent involvement in all Contractor sponsored and co-sponsored trainings by:
 - 2.7.9.1 Ensuring that all Contractor promotional materials include parents as 'anticipated participants.'
 - 2.7.9.2 Requesting child care programs to post Contractor sponsored and co-sponsored training flyers in areas that parents congregate, as well as include the flyers in the child care programs' typical means of parent communication.
 - 2.7.9.3 Offering trainings at times and locations that promote teacher, administrator, and parent participation.
- 2.8 Assure consultation services align with supports being provided to the child. The Contractor shall:
 - 2.8.1 Obtain information on current services being provided to the child from intake consultation described in Section 2.5.1.
 - 2.8.2 Provide consultation to teachers in how to work collaboratively with other professionals who are working with the child and family.



- 2.8.3 Use the Partnerships for Preschool Inclusion Self-Evaluation Tool, as appropriate, to promote positive and productive working relationships between the parents, child care teacher or administrator and preschool special education coordinator. Consultants will:
 - 2.8.3.1 Receive training from the Contractor in the administration of the Partnerships for Preschool Inclusion Self-Evaluation tool and facilitation process.
 - 2.8.3.2 Support and facilitate the process of implementing the self-evaluation tool to promote improved collaboration that benefits the child with special needs and family.
 - 2.8.3.3 Assist the teacher or administrator with assembling a team that includes the child's parent and preschool special education coordinator.
 - 2.8.3.4 Support the team as needed to complete the tool and develop an action plan.
 - 2.8.3.5 Support the team as needed to implement the action plan.
- 2.9 Collaborate with regional and state-level early childhood professional development organizations to develop, co-sponsor and/or disseminate information about training opportunities that promote quality inclusive childcare programs by:
 - 2.9.1. Participating on relevant local and state advisory boards to promote quality inclusive childcare programs and foster collaboration among programs and agencies that serve young children with special needs and their families.
 - 2.9.2 Collaborating with Child Care Aware of NH, PIC, Head Start programs, ESS, school districts (preschool special education), community agencies, other professional development and support groups, Division for Children, Youth and Families (DCYF) and institutions of higher education (IHE) to:
 - 2.9.2.1 Determine training needs of those who work with young children with special needs.
 - 2.9.2.2 Co-sponsor regional and statewide trainings.
 - 2.9.3 Collaborating with IHE with early childhood education/special education departments to incorporate the use of the Partnerships for Preschool Inclusion Self-Evaluation Tool in relevant undergraduate and graduate coursework and practicum experiences to prepare students for their work in inclusive early childhood programs.
- 2.10 Provide adequate staffing and/or consultants to execute the Contract, which includes, but isn't limited to a Project Director, Project Assistant and a cohort of twelve (12) Child Care Consultants. The Contractor shall:
 - 2.10.1 Conduct ongoing recruitment to assure adequate staff to provide consultation services as needed, statewide.
 - 2.10.2 Assure that all staff and consultants have adequate working knowledge of child care programs so that recommendations and plans developed during consultation are successful in the classroom or child care program.
 - 2.10.3 Retain a Project Director who shall plan and facilitate at least quarterly meetings for consultants working on this contract to insure consistency in



- the delivery of high quality consultation and training services that promote successful inclusion of young children with special needs.
- 2.10.4 Select consultants with the knowledge and skills best suited to meet the needs identified in the action plans developed.
 - 2.10.5 Require consultants submit monthly billing and corresponding activity reports, which summarize, at minimum, consultant activities, consultation goals, outcomes and next steps, to the Project Director.
 - 2.10.6 Require the Project Director review all monthly reports to ensure ongoing consultation is high quality, goal-directed and consistent with developed action plans.
 - 2.10.7 Require the Project Director to provide enhanced supervision of newly hired consultants so as to support the consultant's ability to provide services consistent with the Contractor's expectations.
- 2.11 Provide a variety of universal supports and services to inform, educate and influence the field of early childhood education. These supports and services shall include, but be not limited to:
- 2.11.1 Maintaining a current and relevant website that offers all visitors research, resources and strategies that promote successful inclusion of young children with special needs.
 - 2.11.2 Disseminating new research, and resources that promote successful inclusion of young children with special needs to childcare teachers and administrators statewide, CCR&R Coordinators, IHE Department Chairs, CDB staff and others as appropriate, electronically on at least a monthly basis.
 - 2.11.3. Disseminating information about project supports and services to child care teachers and administrators statewide, CCR&R Coordinators, IHE Department Chairs, CDB staff and others as appropriate, electronically on at least a quarterly basis.
 - 2.11.4 Collaborating with the New Hampshire Association for the Education of Young Children (NHAEYC), IHE, Child Care Aware of NH, the CDB, the NH Department of Education/Bureau of Special Education and other partners to disseminate electronic information about trainings and coursework that promote quality, developmentally appropriate programs for all children, including those with special needs.
 - 2.11.5 Ensuring promotional materials, both paper and electronic versions are updated annually to accurately reflect available services in a clear and easy to read format.
- 2.12 Provide specific supports and services to meet individual requests for services, which include, but are not be limited to:
- 2.12.1 Access to a toll-free "Helpline" (1-888-584-8200) that is maintained to ensure statewide services are available to child care providers.
 - 2.12.2. Respond to "Helpline" callers in a consistent and systematic way to promote efficiency in meeting providers' needs.
 - 2.12.3 Initial consultations by telephone with all Helpline callers to meet Contract obligations stated in Sections 2.5 through 2.8, above.

New Hampshire Department of Health and Human Services
Consultation for Successful Inclusion of Young Children With Special Needs
Exhibit A



- 2.12.4 Ongoing telephone consultations to support the programs' implementation of the action plan developed as indicated in Section 2.5.2, above.
- 2.13 Provide onsite, highly individualized technical assistance, training and coaching, as needed, to assist the teachers or directors in achieving successful inclusion of a young child with very challenging behaviors or complex needs.
- 2.14 Demonstrate cultural competence with child care teachers and directors, young children and their families, and community partners. This includes, but is not limited to:
 - 2.14.1 Provide culturally responsive materials and services, as required, to meet the needs of parents and teachers who are non-English speaking or have Limited English Proficiency (LEP). This means:
 - 2.14.1.1 Contractor staff will not rely on family members or friends of LEP persons to serve as interpreters, unless the LEP person expressly requests such an arrangement.
 - 2.14.1.2 Children of the LEP person will not be asked to translate or interpret.
 - 2.14.1.3 LEP persons shall not be required to pay for the services of an interpreter.
 - 2.14.2 Provide translated promotional materials as required to meet the needs of parents and teachers or directors with Limited English Proficiency and those in culturally diverse neighborhoods. This means the Contractor shall:
 - 2.14.2.1 Collaborate with CCR&R Coordinators and other community agencies to determine the need for providing promotional materials in languages that are appropriate to the communities in their regions.
 - 2.14.2.2 Contract with an outside interpreter, as required, to provide consultation or training services that meet the needs of parents or teachers who are non-English speaking or have LEP.
 - 2.14.2 Work with local, regional and statewide agencies to locate and contract with an outside interpreter, as required, to provide interpretive services to parents or teachers who are non-English speaking or have Limited English Proficiency.
 - 2.14.3 Provide telephone and onsite consultation that is respectful of and responsive to the unique qualities and values of the teacher, child and family, including but not limited to, socio-economic status, ethnicity, religious orientation and family configuration.
- 2.15 Work with child care programs and community partners to maximize the amount of consultation to child care teachers and directors.
 - 2.15.1 For child-specific consultation, when other supports and services are provided to the child, collaborate with those services to promote partnerships that maximize the resources provided to the teacher.
 - 2.15.2 Use the Partnerships for Preschool Inclusion Self-Evaluation Tool to promote increased collaboration with school district preschool special education programs, which results in access to trainings, resources and consultation from educators and specialists.

New Hampshire Department of Health and Human Services
Consultation for Successful Inclusion of Young Children With Special Needs
Exhibit A



- 2.16 Assure consultation provided is equitably across the state and across the term of the Contract by:
- 2.16.1 Analyzing and reporting the geographical distribution of telephone and on-site consultation services to the Department on a quarterly basis.
 - 2.16.2 Collaborating with CCR&R Coordinators, CDB staff and regional groups and agencies to define strategies that will result in increased usage.
 - 2.16.3 Work with the groups identified in Section 2.16.2, above, to implement strategies to increase consultation requests.
 - 2.16.4 Posting information about Contractor services and supports to the contractor's website on a quarterly basis.
 - 2.16.5 Sponsor six (6) trainings statewide to assure equitable distribution of Contractor resources and information. Training topics will be determined:
 - 2.16.5.1 Based on trends identified through examination of the telephone and onsite consultation data.
 - 2.16.5.2 Based on regional trends identified by CCR&R Coordinators.
 - 2.16.5.3 Based on recommendations made by participants in previous trainings on their evaluation form.
 - 2.16.5.4 Based on Consultants' report of needs expressed in the field, with consideration for trends identified by the Department, the NHAEYC and partners in community agencies and higher education.
 - 2.16.6 Attend, either in person or electronically, local, regional and statewide meetings and events to share information and answer questions about Project services.
- 2.17 Identify, maintain and cultivate opportunities to promote collaboration, information sharing, and support specific to inclusive child care among early childhood leaders throughout the state, in the interest of young children with special needs and their families, with groups that include but are not limited to:
- 2.17.1 New Hampshire Child Care Advisory Council
 - 2.17.2 Special Education Parents Accessing Resources and Knowledge
 - 2.17.3 Spark NH – Policy Committee
 - 2.17.4 CDB sponsored Technical Assistance Learning Tables
 - 2.17.5 CDB sponsored NH Early Childhood Professional Development System Plan
 - 2.17.6 Supporting Successful Early Childhood Transitions Project (SSECT)
 - 2.17.7 FRC of the NH State Library
 - 2.17.8 Early Learning New Hampshire (ELNH)
 - 2.17.9 NH Association for Infant Mental Health
 - 2.17.10 Early Education & Intervention Network (EEIN)
 - 2.17.11 NH College Round Tables
 - 2.17.12 Early Learning Standards Committee

New Hampshire Department of Health and Human Services
Consultation for Successful Inclusion of Young Children With Special Needs
Exhibit A



- 2.18 Ensure child care program teacher and director awareness and access to the Young Children with Special Needs program by:
- 2.18.1 Collaborating with the FRC, NHAEYC, IHE, Child Care Aware of NH, the PIC, EEIN, ELNH and others to develop and implement mutually beneficial strategies for promotional information dissemination of:
 - 2.18.1.1 Monthly/quarterly newsletters, electronic mailings, and handouts provided at local, regional and statewide training events with links on the collaborating partners' websites to the Contractor's website.
 - 2.18.1.2 Information about services offered by collaboration partners that promote inclusive child care programs via electronic mailings, at training events and with website links on the Contractor's website
 - 2.18.2 Collaborating with the CDB to post Contractor promotional materials on the Department of Health and Human Services (DHHS) website, CDB webpage, Early Childhood/After School Links and Resources.
 - 2.18.3 Collaborating with the CCR&R Agencies and other community agencies to determine the need for providing Contractor promotional materials in languages that are appropriate to the communities in their regions, in accordance with Section 2.14 above.
 - 2.18.4 Providing promotional materials about available services, in English and translated appropriate to the needs of the community, at all Contractor sponsored and co-sponsored events.
 - 2.18.5 Providing promotional materials about available services to the IHE Department Heads of Early Childhood Education/Special Education Departments for dissemination to pre-service students in related courses.
 - 2.18.6 Disseminating promotional materials to child care teachers and administrators electronically on a quarterly basis. The Contractor shall:
 - 2.18.6.1 Collaborate with the CCR&R agencies and other partners to determine the need for postal mailings of promotional materials to reach those providers who do not access the Internet.
 - 2.18.6.1 Disseminate promotional materials by postal mail as needed.
 - 2.18.7 Collaborating with NHAEYC, IHE, Child Care Aware of NH, the CDB and others to disseminate information about trainings, coursework and the availability of tuition assistance.
- 2.19 Assure that each telephone and on-site consultation is developmentally appropriate for each individual child. The Contractor shall:
- 2.19.1 Review all monthly consultation reports.
 - 2.19.2 Provide ongoing professional development support, by providing consultants with regular electronic mailings of relevant research and practice.
 - 2.19.3 Facilitate quarterly meetings with consultants to ensure consultations provided were developmentally appropriate for each child.
 - 2.19.4 Ensure consultants are engaging in on-going professional development to assure consultation reflects the most recent advancements in developmentally appropriate practices.



- 2.19.5 Ensure consultants utilize the Early Learning Guidelines (Early Learning Standards, when approved and released) in all telephone and on-site consultations to promote quality, developmentally appropriate inclusive programs for young children with special needs.
- 2.19.6 Ensure consultants utilize the ASQ, as appropriate to the child-specific consultation, to promote the teacher's understanding of the child's developmental strengths and challenges.
- 2.20 Improve knowledge and skills of child care teachers and directors by:
 - 2.20.1 Collaborating with the Family Resource Connection (FRC) to purchase new lending library materials that reflect the needs of child care programs and promote inclusive settings for young children with special needs.
 - 2.20.2 Developing and implement training curriculum, as indicated in Section 2.7 above, that promotes developmentally appropriate practices and reflects the Core Knowledge areas as defined in the most recent Early Childhood Development System.
 - 2.20.3 Utilizing technology, including but not limited to, webinars, teleconferences, Go To Meeting, and the like, to the greatest extent possible in order to increase access to trainings identified in Section 2.16.5 above and maximize resources.
 - 2.20.4 Collaborating with the EEIN Mentorship Project to offer small group and individualized mentorship opportunities, as follow up to each training described in Section 2.16.5 above in order to support participants' application of the training content.
 - 2.20.5 Collaborating with the Child Care Aware of NH to select training topics that deepen the participants' understanding of topics addressed in the Child Care Basics modules, "Providing Inclusive Care" and "What Are They Trying to Say? Behavior is an Attempt to Communicate."
- 2.21 Assure that trainings reflect appropriate Core Knowledge areas and the NH Early Learning Standards by specifying the Core Knowledge area addressed and hours of participation to support participant application or re-application for the NH Early Childhood Credential.
- 2.23 Assure trainings are coordinated with and not duplicative of trainings offered by other early childhood education agencies and programs in New Hampshire by reporting all training subject matter and curricula to the CDB.
- 2.24 Evaluate the Young Children With Special Needs program by:
 - 2.24.1 Using a combination of evaluation forms and electronic surveys, such as SurveyMonkey, to gather program data.
 - 2.24.2 Maintaining all data on an EXCEL spreadsheet for analysis.
 - 2.24.3 Distributing service evaluation forms to participants, either electronically or by paper, at the conclusion of all technical assistance and professional development activities in order to assess quality and impact of service provided.
 - 2.24.3.1 Technical Assistance Evaluation forms will include items that assess meaningful parent involvement and cultural competency.



- 2.24.3.2 Technical Assistance Evaluation forms will be provided by the Contractor to the child care program teachers or administrators for completion at the conclusion of each telephone or on-site consultation.
- 2.24.3.3 The Contractor shall provide a Professional Activities Unit Certificate, to be used for NH Early Childhood Credential application or re-application, to participants who return evaluation forms.
- 2.24.3.4 The Contractor shall conduct follow-up telephone calls to recipients of child-specific telephone or on-site consultation three to six months post consultation to assess staff and child retention.
- 2.24.3.5 The Contractor shall provide a satisfaction survey to each participant at the end of each of the six trainings described in Section 2.16.5., as well as at all co-sponsored trainings.

3 Required Reporting

In addition to reports specified in Section 2, above, the Contractor shall:

- 3.1 Provide quarterly reports to the CDB submitted within one month of the end of each quarter that summarizes all evaluation data. Reports will include evidence of the provision of technical assistance to child care teachers and/or administrators including, but not limited to:
 - 3.1.2 Total numbers of hours of consultation provided.
 - 3.1.3 Types of consultation provided (e.g. telephone, onsite).
 - 3.1.4 Total number of child care teachers and administrators who have received consultation services.
 - 3.1.5 Total number of child care teachers and administrators who have participated in trainings.
 - 3.1.6 Child-specific data regarding gender, age, and presenting concern.
 - 3.1.7 Geographic data regarding the provision of technical assistance.
 - 3.1.8 Expulsion and retention rates.
- 3.2 Provide annual reports to the CDB submitted within two (2) months of the conclusion of each project year that includes, but is not limited to:
 - 3.2.1 Fourth quarter findings.
 - 3.2.2 Comprehensive analysis of the annual data.
 - 3.2.3 Retention rates for child-specific consultation three to six months post consultation.

4. Requirements of Delivery of Services

- 4.1 In addition to the contract requirements set forth in Section 2 and the reporting requirements set forth in Section 3, above, the Contractor will:
 - 4.1.1 Process a minimum of one hundred fifty (150) requests for assistance each year, of which a minimum of one hundred fifteen (115) will be child-specific.
 - 4.1.2 Provide consultation services to a minimum of two hundred twenty-five (225) teachers and directors (unduplicated) each year.



Exhibit B

Method and Conditions Precedent to Payment

- 1.0 The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 1.1 This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.575, Federal Agency Health and Humans Services, Child Care and Development Block Grant in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 2.0 Payment for said services shall be made monthly, but not less than quarterly:
- 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:
- Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- Email: dbclark@dhhs.state.nh.us
- 2.2 Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1 and Exhibit B-2.
- 2.3 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.
- 2.4 A final payment request shall be submitted no later than sixty days after the contact ends.
- 2.5 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; and
- 2.6 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.

Budget Form

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

Bidder/Program Name: Southeastern Regional Education Services Center, Inc.

Budget Request for: Successful Inclusion of Children with Special Needs

Budget Period: 1/1/14 - 12/31/14

1. Total Salary/Wages	\$	\$62,473.25	\$	\$762.50	\$	\$ 63,235.75	Allocation of G&A cost proportional to budget or allocated space
2. Employee Benefits	\$	\$9,310.95	\$	\$112.55	\$	\$ 9,423.50	
3. Consultants	\$	\$40,025.00	\$	\$800.50	\$	\$ 40,825.50	
4. Equipment:	\$	-	\$	-	\$	-	
Rental	\$	\$0.00	\$	\$26.75	\$	\$ 26.75	
Repair and Maintenance	\$	\$0.00	\$	\$2,158.30	\$	\$ 2,158.30	
Purchase/Depreciation	\$	\$0.00	\$	\$847.70	\$	\$ 847.70	
5. Supplies:	\$	\$0.00	\$	\$573.00	\$	\$ 573.00	
Educational	\$	-	\$	-	\$	-	
Lab	\$	-	\$	-	\$	-	
Pharmacy	\$	-	\$	-	\$	-	
Medical	\$	-	\$	-	\$	-	
Office	\$	\$311.13	\$	\$62.42	\$	\$ 373.55	
6. Travel	\$	\$4,860.00	\$	\$21.21	\$	\$ 4,881.21	
7. Occupancy	\$	\$0.00	\$	\$5,551.10	\$	\$ 5,551.10	
8. Current Expenses	\$	-	\$	-	\$	-	
Telephone	\$	\$1,000.00	\$	\$16.60	\$	\$ 1,016.60	
Postage	\$	\$0.00	\$	\$8.30	\$	\$ 8.30	
Subscriptions	\$	\$200.00	\$	\$3.32	\$	\$ 203.32	
Audit and Legal	\$	\$0.00	\$	\$342.00	\$	\$ 342.00	
Insurance	\$	\$0.00	\$	\$488.27	\$	\$ 488.27	
Board Expenses	\$	\$0.00	\$	\$8.30	\$	\$ 8.30	
9. Software	\$	\$0.00	\$	\$36.85	\$	\$ 36.85	
10. Marketing/Communications	\$	-	\$	-	\$	-	
11. Staff Education and Training	\$	-	\$	-	\$	-	
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	
13. Other (specific details mandatory):	\$	-	\$	-	\$	-	
	\$	-	\$	-	\$	-	
	\$	-	\$	-	\$	-	
	\$	-	\$	-	\$	-	
TOTAL	\$	\$118,180.33	\$	\$11,819.67	\$	\$ 130,000.00	

Indirect As A Percent of Direct

10.00%

53/53

Revised 01/22/13

Contractor Initials

Date

[Handwritten Signature]
11/13/13

Budget Form

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

Bidder/Program Name: Southeastern Regional Education Services Center, Inc.

Budget Request for: Successful Inclusion of Children with Special Needs

Budget Period: 1/1/15 - 12/31/15

1. Total Salary/Wages	\$	\$62,863.25	\$	\$762.50	\$	\$63,625.75	Allocation of G&A cost proportional to budget or allocated space
2. Employee Benefits	\$	\$9,543.70	\$	\$112.55	\$	\$9,656.25	
3. Consultants	\$	\$40,025.00	\$	\$800.50	\$	\$40,825.50	
4. Equipment:	\$	-	\$	-	\$	-	
Rental	\$	\$0.00	\$	\$26.75	\$	\$26.75	
Repair and Maintenance	\$	\$0.00	\$	\$2,158.30	\$	\$2,158.30	
Purchase/Depreciation	\$	\$0.00	\$	\$847.70	\$	\$847.70	
5. Supplies:	\$	\$0.00	\$	\$573.00	\$	\$573.00	
Educational	\$	-	\$	-	\$	-	
Lab	\$	-	\$	-	\$	-	
Pharmacy	\$	-	\$	-	\$	-	
Medical	\$	-	\$	-	\$	-	
Office	\$	\$0.00	\$	\$62.42	\$	\$62.42	
6. Travel	\$	\$4,770.00	\$	\$21.21	\$	\$4,791.21	
7. Occupancy	\$	\$0.00	\$	\$5,550.85	\$	\$5,550.85	
8. Current Expenses	\$	-	\$	-	\$	-	
Telephone	\$	\$900.00	\$	\$14.94	\$	\$914.94	
Postage	\$	\$0.00	\$	\$8.30	\$	\$8.30	
Subscriptions	\$	\$82.25	\$	\$1.37	\$	\$83.62	
Audit and Legal	\$	\$0.00	\$	\$342.00	\$	\$342.00	
Insurance	\$	\$0.00	\$	\$488.27	\$	\$488.27	
Board Expenses	\$	\$0.00	\$	\$8.30	\$	\$8.30	
9. Software	\$	\$0.00	\$	\$36.85	\$	\$36.85	
10. Marketing/Communications	\$	-	\$	-	\$	-	
11. Staff Education and Training	\$	-	\$	-	\$	-	
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	
13. Other (specific details mandatory):	\$	-	\$	-	\$	-	
	\$	-	\$	-	\$	-	
	\$	-	\$	-	\$	-	
	\$	-	\$	-	\$	-	
TOTAL	\$	\$118,184.20	\$	\$11,815.80	\$	\$130,000.00	

Indirect As A Percent of Direct

10.00%

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. 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:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 Contractor's 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 funders 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 funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Contractor Initials: 
Date: 11/13/13

8.3 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:

9. 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:

9.1 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.

9.2 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

10.1 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.

10.2 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.

11. 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.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 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.

12.2 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.

13. 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.

14. 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:

14.1 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.

15. 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.

16. 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.

17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

Contractor Initials:
Date: 11/5/13

SPECIAL PROVISIONS – 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.

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.

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

Contractor Initials AK
Date: 11/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL 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.

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11/13/13

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.

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

RP
11/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(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 has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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)

29 Commerce Drive, Bedford, Hillsborough, NH 03110

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

Southeastern Regional
Education Service
Center, Inc.

(Contractor Name)

From: 1/1/14 To: 12/31/15
(Period Covered by this Certification)

Richard LaSalle, Executive Director
(Name & Title of Authorized Contractor Representative)

[Handwritten Signature]
(Contractor Representative Signature)

11/13/13
(Date)

Contractor Initials: *[Handwritten Initials]*
Date: 11/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

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**

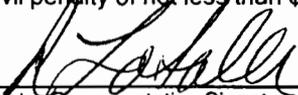
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: 1/1/14 through 12/31/15

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

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

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


(Contractor Representative Signature)

Richard LaSalle, Executive Director
(Authorized Contractor Representative Name & Title)

Southeastern Regional
Education Service Center Inc
(Contractor Name)

11/3/13
(Date)

Contractor Initials: 
Date: 11/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: AK

Date: 11/13/13

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 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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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 (1)(b) of this certification; and
 - (d) 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.
- (2) 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).

Contractor Initials: 

Date: 11/13/13

LOWER TIER COVERED TRANSACTIONS

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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 Representative Signature)

Richard LaSalle, Executive Director

(Authorized Contractor Representative Name & Title)

Southeastern Regional
Educational Service Center, Inc.

(Contractor Name)

11/13/13

(Date)

Contractor Initials: 
Date: 11/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

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 Representative Signature)

Richard LaSalle, Executive Director

(Authorized Contractor Representative Name & Title)

Southeastern Regional
Education Service Center, Inc.

(Contractor Name)

11/13/13

(Date)

Contractor Initials: 
Date: 11/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

[Handwritten Signature]
(Contractor Representative Signature)

Richard LaSalle, Executive Director
(Authorized Contractor Representative Name & Title)

Southeastern Regional
Educative Service Center, Inc.
(Contractor Name)

11/13/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "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).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, 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.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, 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.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the 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.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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.

(4) Obligations of Covered Entity

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

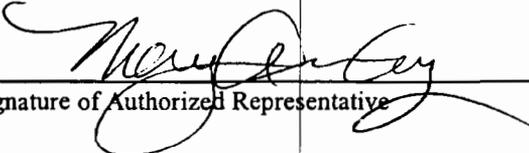
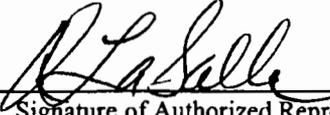
(5) **Termination for Cause**

In addition to 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.

(6) **Miscellaneous**

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

<u>NH DHHS</u>	<u>Southeastern Regional Education Service Center, Inc.</u>
The State Agency Name	Name of the Contractor
<u></u>	<u></u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Mary Ann Cooney</u>	<u>Richard LaSalle</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Associate Commissioner</u>	<u>Executive Director</u>
Title of Authorized Representative	Title of Authorized Representative
<u>11/19/13</u>	<u>11/13/13</u>
Date	Date

Contractor Initials: RL
Date: 11/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

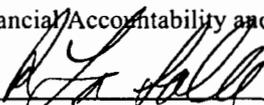
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Representative Signature)
Southeastern Regional
Education Service Center, Inc.

Richard LaSalle, Executive Director

(Authorized Contractor Representative Name & Title)

(Contractor Name)

11/13/13

(Date)

Contractor initials: 
Date: 11/13/13
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

040240798

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: 

Date: 11/18/13

Page # _____ of Page # _____