



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext. 4517
Fax: 603-271-4519 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

August 14, 2013

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

*Sole source
100% Federal*

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal and Child Health Section, to enter into a **sole source** agreement with Early Learning New Hampshire (Vendor # 159000-B001, 2 Delta Drive, Concord, New Hampshire 03301, in an amount not to exceed \$283,335.00, to coordinate and promote Project LAUNCH (Linking Actions for Unmet Needs in Children's Health) to effectively meet the needs of children and families in New Hampshire, to be effective September 4, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2016.

Funds to support this request are anticipated to be available in the following account in SFY 2014, 2015 and 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-¹²⁹⁹~~2996~~ HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, FEDERAL PROJECT LAUNCH

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90002996	\$83,335.00
SFY 2015	102-500731	Contracts for Prog Svc	90002996	\$100,000.00
SFY 2016	102-500731	Contracts for Prog Svc	90002996	\$100,000.00
			Total	\$283,335.00

EXPLANATION

Sole source approval is requested because as required by the federal funder, the Project LAUNCH (Linking Actions for Unmet Needs in Children's Health) grant application was to identify the project state-level organization in the federal grant application. Early Learning NH was identified as the project lead because the existing state early childhood partnerships acknowledged them as the coordinating body with the demonstrated capacity to take on this type of project. The federal grant application was submitted and approved by the federal funder.

Funds in this agreement will be used to provide staff to carry out requirements of the Project LAUNCH Cooperative Agreement including the identification of Spark NH, the Governor appointed early childhood

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 14, 2013
Page 2

advisory council, as the state-level Council on Young Child Wellness that is representative of partnerships across disciplines and agencies that serve young children and their families, co-leadership of the Young Child Wellness Council, and development of a Project LAUNCH Task Force. The Young Child Wellness Council and Project LAUNCH Task Force will increase access and enhance the quality of early childhood services by improving coordination and collaboration through the early childhood system. The Contractor will coordinate the activities of the project, which include completing a state-level environmental scan, developing a state-level strategic plan to support young child wellness, and making informed recommendations that will increase public awareness and knowledge of young child wellness and cross-disciplinary workforce development activities that benefit young children and their families.

Project LAUNCH does not duplicate activities being done elsewhere, in fact, it is intended to reduce and/or eliminate the potential for redundancies. This project seeks to improve the connectedness of services needed to support healthy child development that leads to school readiness. Evaluation activities will measure the effectiveness of the grant activities and drive decisions and quality improvements.

Should Governor and Executive Council not authorize this Request, Maternal and Child Health will not have the capacity to fulfill the requirements of the SAMHSA Cooperative Agreement. Project LAUNCH promotes linkages and prevention. Without these funds, New Hampshire will not have coordinated services for the youngest and most vulnerable children and their families.

The following performance measures will be used to measure the effectiveness of the agreement.

- 10% of Spark NH Council members are consumers/family members.
- 90% of Spark NH Council members report satisfaction with coordination.
- 10% of organizations will collaborate with other targeted organizations.

Area served: statewide.

Source of Funds: 100% Federal Funds from Department of Health and Human Services, Substance Abuse and Mental Health Services Administration.

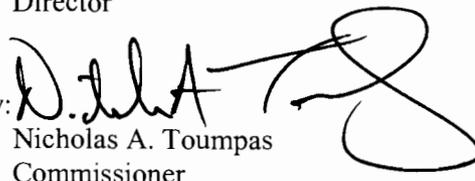
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

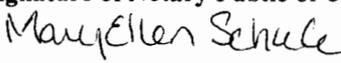
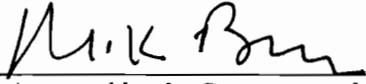
Subject: Project LAUNCH

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Early Learning New Hampshire		1.4 Contractor Address 2 Delta Drive Concord, New Hampshire 03301	
1.5 Contractor Phone Number 603-226-7900	1.6 Account Number 05-95-90-902010-1299-102-500731	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$283,335.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jackie Cowell, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Merriam</u> On <u>August 1, 2013</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 MARYELLEN SCHULE			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
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>8/12/13</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: RC
Date: 8-1-13

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: 
Date: 8-1-13

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.

(

NH Department of Health and Human Services

Exhibit A

Scope of Services

Project LAUNCH

CONTRACT PERIOD: September 4, 2013 or date of G&C approval, whichever is later, through June 30, 2016

CONTRACTOR NAME: Early Learning New Hampshire

ADDRESS: 2 Delta Drive
Concord, New Hampshire 03301

Executive Director: Jackie Cowell

TELEPHONE: 603-226-7900

E-MAIL: jcowell@earlylearningnh.org

The Contractor shall:

Coordinate and promote the development and implementation of services and activities; and participate in infrastructure reform, policy development, social marketing, and workforce development activities to deliver high quality services that effectively meet the needs of children and families in New Hampshire as specified below.

I. General Provisions

A. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. Provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

B. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

D. Publications Funded Under Contract

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).
4. Products developed under this agreement shall bear the SAMHSA Disclaimer and Project LAUNCH Logo as outlined in the 2012 Project LAUNCH Grantee Manual (page 37).

E. Subcontractors

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS, Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

II. Minimal Standards of Core Services

A. Service Requirements

1. Infrastructure Development

- a. Establish Spark NH, the Governor appointed early childhood advisory council, as the **state-level Council on Young Child Wellness** that is representative of partnerships across disciplines and agencies that serve young children and their families. The Council will provide advice for the development and implementation of services and activities; and participate in infrastructure reform, policy development, social marketing, and workforce development activities at the state level. At a minimum, the Council shall be composed of members that bring expertise on:
 - (1) Health
 - (2) Child Welfare
 - (3) Medicaid

- (4) Substance Abuse Prevention
 - (5) Early Childhood Education (e.g., Early Head Start, Head Start and Part C)
 - (6) Elementary Education
 - (7) Child Care Accrediting Agency
 - (8) Families in the population of focus (grantee should have approximately 10% family representation on their Council).
- b. Provide a full-time (1.0 FTE) Young Child Wellness Expert (YCWE). The responsibilities of the YCWE may be divided between two individuals. **The Project Director (MCH) and Federal Project Officer must approve this individual(s) prior to hiring. The YCWE will:**
 - (1) Carry out the requirements of the Cooperative Agreement including co-leadership of the Young Child Wellness Council.
 - (2) Cooperate with the Project Director, local Pilot Community Infrastructure Development, and the Data Collection and Performance Measurement project in any project-related quality assurance activities as outlined in the SAMHSA Cooperative Agreement.
 - c. Complete a state-level environmental scan of programs and services for young children and their families in the first 5 months of the grant.
 - d. Develop a state-level strategic plan to support young child wellness.
 - e. Make informed recommendations to Spark NH to increase public awareness and knowledge of young child wellness and cross-disciplinary workforce development activities that benefit young children and their families.

B. Staffing Provisions

1. New Hires

The Contractor shall notify the MCHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

2. Vacancies

The Contractor must notify the MCHS in writing if the Executive Director, Spark NH Director or Young Child Wellness Expert position is vacant for more than three months. This may be done through a budget revision. In addition, the MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

3. Staff employed or subcontracted by the contractor shall meet the following qualifications:

Direct service staff should not be hired based on their formal education alone. Staff should be selected because of their personal characteristics (i.e., a non-judgmental attitude, compassion, the ability to establish a trusting relationship, etc.), their willingness to work in or experience working with culturally diverse communities, and their skills to do the job.

- a. Young Child Wellness Expert(s):
 - (1) Bachelor's degree in relevant field required. Masters degree strongly encouraged
 - (2) Extensive knowledge and experience in the area of early childhood development, public health, mental health, and/or substance abuse services
 - (3) At minimum, 6–8 years program administration experience, recommended

- (4) Excellent written and oral communication skills
- (5) Knowledge of grant management and implementation
- (6) Ability to work with individuals and groups in a culturally and linguistically competent manner
- (7) Ability to organize, coordinate, and lead diverse people into effective committees and task forces
- (8) Ability to monitor and assess efficiency and effectiveness of agency activities, and identify and resolve problems in program operations and services
- (9) Combination of 10 years' education, training, and/or relevant experience in child development, public health, mental health, or substance abuse prevention services is preferred

C. Coordination of Services

- 1. The contractor shall coordinate, where possible, with other service providers within the contractor's community. At a minimum, such collaboration shall include interagency referrals and coordination of care.
- 2. Agencies that deliver services in a community or communities that are part of a Public Health Network (PHN) region should be active participants in the PHN. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans. Agencies should also engage PHN staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the MCHS, including but not limited to Local and State Young Child Wellness Council meetings and SAMHSA Grantee meetings, calls and webinars as required.

III. Quality or Performance Improvement (QI/PD)

A. Workplans

- 1. Performance Workplans are required annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The workplans are a key component of the MCHS performance- based contracting system and of this contract.
- 2. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS into the agency's Performance Workplan. Reports on Workplan Progress/Outcomes shall detail the Performance Workplan and activities that monitor and evaluate the agency's progress toward baseline performance measure targets.
 - i. 10% of Spark NH Council members are consumers/family members.
 - ii. 90% of Spark NH Council members report satisfaction with coordination.
 - iii. 10% of organizations will collaborate with other targeted organizations.
- 3. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by the MCHS. The MCHS will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

In addition to Performance Workplans, the Contractor shall submit to the MCHS the following data used to monitor program performance:

1. Submit Workplans and Workplan Outcome reports according to the schedule and instructions provided by the MCHS. The MCHS shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
2. The data required for the federal Project LAUNCH, for reporting in the TRAC Data System.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
4. The Contractor shall collaborate with the Division of Public Health Services to collect client and program data and information for the purpose of program evaluation.
5. The Contractor shall, for purposes of program evaluation and federal reporting, enter personally identifiable health data, for all clients served under this contract, into the TRAC data system. Contractors shall be responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations. All forms developed for authorization for release of information must be approved by DPHS prior to their use.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the MCHS and SAMHSA to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include client record reviews to measure compliance with this Exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.

NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Project LAUNCH

Vendor #159000-B001

Job #90002996

Appropriation #05-95-90-902010-1299-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$283,335.00 for Project LAUNCH, funded from 100% federal funds from the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration CFDA #93.243.

TOTAL: \$283,335.00

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

NH Department of Health and Human Services

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 fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

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;

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 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 nine months 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.

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 directed 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 sixty (60) 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, Division of Public Health Services, with funds provided in part or in whole 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. **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 government 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. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- X 1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: 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 incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

The remainder of this page is intentionally left blank.

18. 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.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

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

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: Whenever 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 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.

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 to 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 5151-51-5160 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 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 certification 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**

- 1) 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 employee's 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).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Early Learning New Hampshire From: 9/4/13 or date of G&C Approval, whichever is later To: 6/30/16
Contractor Name **Period Covered by this Certification**

Jackie Cowell, Executive Director
Name and Title of Authorized Contractor Representative


Contractor Representative Signature 8-1-13
Date

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):

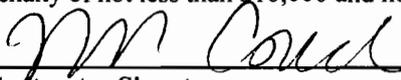
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 9/4/13 or date of G&C Approval, whichever is later, through 6/30/16

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

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

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



Contractor Signature

Jackie Cowell, Executive Director
Contractor's Representative Title

Early Learning New Hampshire

Contractor Name

8-1-13

Date

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 Order 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "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

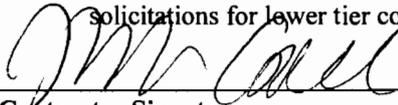
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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).

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 Signature

Jackie Cowell, Executive Director

Contractor's Representative Title

Early Learning New Hampshire

Contractor Name

8-1-13

Date

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 Signature

Jackie Cowell, Executive Director

Contractor's Representative Title

Early Learning New Hampshire

Contractor Name

8-1-13

Date

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.



Contractor Signature

Jackie Cowell, Executive Director

Contractor's Representative Title

Early Learning New Hampshire

Contractor Name

8-1-13

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.

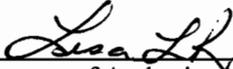
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

EARLY LEARNING NEW HAMPSHIRE

The State Agency Name

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

JACKIE COWELL

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

EXECUTIVE DIRECTOR

Title of Authorized Representative

Title of Authorized Representative

8-14-13

Date

8-1-13

Date

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 Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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 Sub-award 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)

Jackie Cowell, Executive Director
(Authorized Contractor Representative Name & Title)

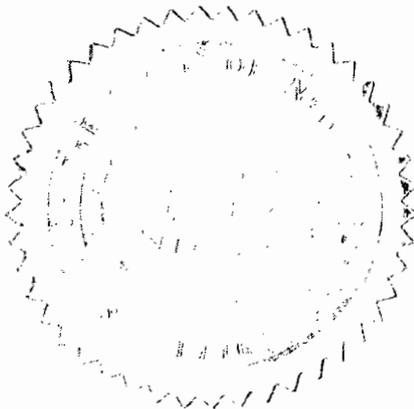
Early Learning New Hampshire
(Contractor Name)


(Date)

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EARLY LEARNING NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed August 4, 2000. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of June, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Carol H. Michael, hereby certify that I am the Secretary of the Board of Directors of Early Learning New Hampshire and that by consent of the Board of Directors at a regular meeting held on Tuesday, July 16, 2013, the following vote was adopted:

The Board of Directors of Early Learning New Hampshire hereby authorizes Jackie Cowell as Executive Director, to execute all documents by the organization including, deeds, mortgages, leases, promissory notes, checks and other instruments; and to enter into contracts or execute and deliver any instrument in the name of and on behalf of the organization.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Board of Directors of Early Learning New Hampshire this 1st day of August, 2013.

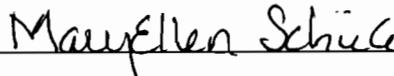


Carol H. Michael
Secretary, Board of Directors
Early Learning New Hampshire

State of NEW HAMPSHIRE

County of MERRIMACK

The foregoing instrument was acknowledged before me this 1st day of August, 2013 by Carol H. Michael.



Notary Public

My Commission Expires: 8/24/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2013

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

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

PRODUCER Sevigney-Lyons Insurance Abenaki Professional Park PO Box 1249 Wells ME 04090-1249	CONTACT NAME:		
	PHONE (A/C, No, Ext): (207) 646-8388	FAX (A/C, No): (207) 646-6935	
INSURED Early Learning NH, Inc. 2 Delta Dental Drive Concord NH 03301	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Philadelphia Insurance Co	23850
	INSURER B:	Travelers	
	INSURER C:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK999839	4/22/2013	4/22/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB1D18886	4/22/2013	4/22/2014	WC STATUTORY LIMITS
	ANY PRDRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

10 days notice of cancellation for non-pay; 30 days notice of non-renewal

CERTIFICATE HOLDER Director, Div of Public Health Services New Hampshire DHHS 29 Hazen Drive Concord, NH 03301-6504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Lucas Sevigney/SLK

EARLY LEARNING NEW HAMPSHIRE

Financial Statements
December 31, 2012 and 2011

EARLY LEARNING NEW HAMPSHIRE
Financial Statements
For The Years Ended December 31, 2012 and 2011

TABLE OF CONTENTS

INDEPENDENT ACCOUNTANT’S REPORT	1
FINANCIAL STATEMENTS	
Statements of Financial Position	2
Statements of Activities	3
Statements of Functional Expenses	4
Statement of Cash Flows.....	5
Notes to Financial Statements	6 - 9
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	10

McLarney & Company, LLC

Certified Public Accountants & Business Advisors

Brian F. McLarney, MBA, CPA/PFS
James O. Nash, MSA, CPA

Robert F. Siggins, MST, CPA
Shawn R. Tewksbury, CPA, CFP

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Early Learning New Hampshire
Two Delta Drive
Concord, New Hampshire 03301

We have audited the accompanying statement of financial position of Early Learning New Hampshire (a nonprofit organization) as of December 31, 2012 and 2011, and the related statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Early Learning New Hampshire as of December 31, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated June 27, 2013, on our consideration of Early Learning New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

McLarney & Company, LLC
McLarney & Company, LLC
June 27, 2013

EARLY LEARNING NEW HAMPSHIRE
Statements of Financial Position
December 31, 2012 and 2011

ASSETS

	<i>Operating Unrestricted</i>	<i>Temporarily Restricted</i>	<i>Permanently Restricted</i>	<i>Total 2012</i>	<i>Total 2011</i>
<u>Current Assets</u>					
Cash	\$ 39,075	\$ 371,350	\$ -	\$ 410,424	\$ 575,052
Accounts Receivable	9,163	-	-	9,163	72,259
Prepaid Expenses	5,538	-	-	5,538	4,164
Deposits	2,100	-	-	2,100	2,100
Total Current Assets	<u>55,875</u>	<u>371,350</u>	<u>-</u>	<u>427,225</u>	<u>653,576</u>
<u>Fixed Assets</u>					
Office Equipment, Computers	23,057	-	-	23,057	27,697
Accumulated Depreciation	<u>(14,130)</u>	<u>-</u>	<u>-</u>	<u>(14,130)</u>	<u>(18,486)</u>
Total Fixed Assets	<u>8,926</u>	<u>-</u>	<u>-</u>	<u>8,926</u>	<u>9,211</u>
TOTAL ASSETS	<u>\$ 64,801</u>	<u>\$ 371,350</u>	<u>\$ -</u>	<u>\$ 436,151</u>	<u>\$ 662,787</u>

LIABILITIES AND NET ASSETS

<u>Current Liabilities</u>					
Accounts Payable	\$ 9,797	\$ -	\$ -	\$ 9,797	\$ 4,988
Deferred Revenue	807	367,382	-	368,189	542,867
Accrued Expenses	9,769	-	-	9,769	8,500
Deposit	700	-	-	700	700
Payroll Taxes Payable	4,245	-	-	4,245	5,114
Total Current Liabilities	<u>25,317</u>	<u>367,382</u>	<u>-</u>	<u>392,699</u>	<u>562,170</u>
<u>Net Assets</u>					
Net Assets	<u>39,484</u>	<u>3,968</u>	<u>-</u>	<u>43,451</u>	<u>100,617</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 64,801</u>	<u>\$ 371,350</u>	<u>\$ -</u>	<u>\$ 436,151</u>	<u>\$ 662,787</u>

See Accompanying Notes and Accountant's Report

EARLY LEARNING NEW HAMPSHIRE
 Statements of Activities
 For the Years Ended December 31, 2012 and 2011

	<i>Operating Unrestricted</i>	<i>Temporarily Restricted</i>	<i>Permanently Restricted</i>	<i>Total 2012</i>	<i>Total 2011</i>
Revenue and Support					
Contributions	\$ 1,277	\$ -	\$ -	\$ 1,277	\$ 250
Foundation Grants	162,298	-	-	162,298	116,698
State Grants	-	174,243	-	174,243	122,652
Membership Dues	20,508	-	-	20,508	12,441
Program Service Revenue	37,814	-	-	37,814	32,707
Rental Income	10,200	-	-	10,200	12,950
Interest Income	9	532	-	542	3,469
In-kind Donations	13,275	-	-	13,275	14,487
Grants released from restriction	-	-	-	-	-
TOTAL REVENUE AND SUPPORT	245,380	174,775	-	420,156	315,655
Expenses					
Program Services					
ARRA - Spark NH	-	174,243	-	174,243	122,652
Membership Services	176,395	-	-	176,395	191,914
Public Policy	32,875	-	-	32,875	32,573
Total Program Services	209,270	174,243	-	383,513	347,139
Supporting Services					
General & Administrative	75,302	-	-	75,302	83,217
Fund Development	13,276	-	-	13,276	13,121
Lobbying Expenses	5,230	-	-	5,230	5,198
Total Supporting Services	93,808	-	-	93,808	101,535
TOTAL EXPENSES	303,078	174,243	-	477,321	448,674
Increase (Decrease) in Net Assets	(57,698)	532	-	(57,165)	(133,020)
NET ASSETS, BEGINNING OF YEAR	\$ 97,181	\$ 3,435	\$ -	\$ 100,617	\$ 233,637
NET ASSETS, END OF YEAR	\$ 39,484	\$ 3,968	\$ -	\$ 43,451	\$ 100,617

See Accompanying Notes and Accountant's Report

EARLY LEARNING NEW HAMPSHIRE

Statements of Functional Expenses

For the Years Ended December 31, 2012 and 2011

	<u>ARRA - Spark NH</u>	<u>Member- ship Services</u>	<u>Public Policy</u>	<u>Total Program Services</u>	<u>General & Management</u>	<u>Fund Development</u>	<u>Lobbying Expenses</u>	<u>2012 Total Expenses</u>	<u>2011 Total Expenses</u>
Direct Program Related Expense	40,980	122,804	-	163,784	-	-	-	163,784	147,696
Salaries and Wages	94,504	40,741	27,447	162,692	15,029	11,053	4,347	193,121	160,388
Payroll Taxes	7,434	3,177	2,187	12,798	1,197	881	346	15,222	14,222
Employee Benefits	-	3,243	2,994	6,237	4,491	1,247	499	12,474	9,380
Education & Staff Development	-	-	-	-	-	-	-	-	-
Bookkeeping & Accounting	9,820	-	-	9,820	11,463	-	-	21,283	42,465
Professional Consulting & Legal	-	5,000	-	5,000	-	-	-	5,000	5,285
Conferences & Travel	1,225	381	-	1,606	271	-	-	1,877	1,067
Telephone & Communications	600	856	247	1,703	666	95	38	2,502	2,407
Meeting Costs & Facilitation	5,526	-	-	5,526	-	-	-	5,526	14,459
Postage	-	-	-	-	209	-	-	209	344
Printing & Reproduction	705	-	-	705	708	-	-	1,414	1,866
Dues & Subscriptions	-	-	-	-	385	-	-	385	485
Office Expense	776	-	-	776	1,033	-	-	1,809	3,957
Advertising & Marketing	13,000	143	-	13,143	-	-	-	13,143	2,150
Other Expenses	(327)	50	-	(276)	(148)	-	-	(425)	1,948
Insurance	-	-	-	-	4,803	-	-	4,803	3,936
Maintenance & Cleaning	-	-	-	-	276	-	-	276	194
Rent	-	-	-	-	30,900	-	-	30,900	32,600
Total Expenses Before Depreciation	174,243	176,395	32,875	383,513	71,283	13,276	5,230	473,302	444,849
Depreciation Expense	-	-	-	-	4,019	-	-	4,019	3,825
TOTALS	<u>174,243</u>	<u>176,395</u>	<u>32,875</u>	<u>383,513</u>	<u>75,302</u>	<u>13,276</u>	<u>5,230</u>	<u>477,321</u>	<u>448,674</u>

See Accompanying Notes and Accountant's Report

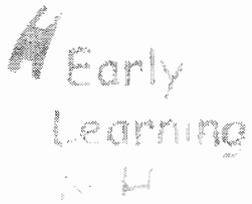
EARLY LEARNING NEW HAMPSHIRE

Statement of Cash Flows

December 31, 2012 and 2011

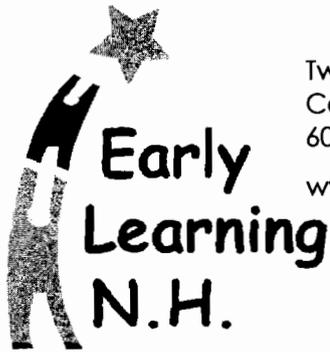
	2012	2011
Cash Flows From Operating Activities		
Net income (loss)	\$ (57,165)	\$ (133,020)
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities		
Depreciation	4,019	3,825
(Increase) decrease in accounts receivable	63,096	103,968
(Increase) decrease in deposits	-	-
(Increase) decrease in prepaid assets	(1,373)	(2,979)
Increase (decrease) in deferred revenue	(174,678)	541,422
Increase (decrease) in accounts payable	4,808	(21,983)
Increase (decrease) in other accrued liabilities	1,269	8,500
Increase (decrease) in security deposits	-	(700)
Increase (decrease) in payroll taxes	(870)	1,889
	(103,728)	633,943
Net Cash Provided (Used) by Operating Activities	\$ (160,894)	\$ 500,923
 Cash Flows From Investing Activities		
Plant & equipment purchases	(3,734)	-
Net Cash Provided (Used) by Investing Activities	(3,734)	-
 NET INCREASE (DECREASE) IN CASH	(164,628)	500,923
 CASH AT BEGINNING OF YEAR	575,052	74,129
 CASH AT END OF YEAR	\$ 410,424	\$ 575,052

See Accompanying Notes and Accountant's Report



Mission Statement

Early Learning NH is a 501(c)3 non-profit organization committed to ensuring that all New Hampshire children have the opportunity to reach their full potential by: supporting early learning programs, such as child care, Head Start, preschool, and afterschool, and the children and families they serve; raising awareness about the importance of the early years; championing effective early learning policy; and building public-private partnerships that promote innovation and investment to strengthen early learning in our state.



Two Delta Drive
Concord, NH 03301
603.226.7900
www.earlylearningnh.org

Early Learning Lasts a Lifetime

Board of Directors July 2013

Scott Spradling, *President*
The Spradling Group
80 Cross Brook Road
Loudon, NH 03307
(603) 798-3996
scott@spradlinggroup.com

Carol Michael, *Secretary*
1A Swiftwater Drive
Allentown, NH 03275
(603) 455-9455
Carolm319@gmail.com
Goffstown, NH 03045

Dr. George Cushing
Superintendent
SAU 50
48 Post Road
Greenland, NH 03840
(603) 422-9572
gcushing@sau50.org

Brenda LaFratta
Director/Owner
The Early Enrichment Center
16 Chenell Drive
Concord, NH 03301
(603) 224-3282
teacheec@comcast.net

Hon. Mary Jane Wallner
Deputy Democratic Leader
Executive Director
Merrimack Valley Day Care Services
19 N. Fruit Street
Concord, NH 03301
(603) 224-1632
mjwallner@juno.com

Kathy Bogle Shields, *Vice President*
Executive Director
Community Dev. Finance Authority
14 Dixon Avenue, Suite 102
Concord, NH 03301
(603) 717-9110
kshields@nhcdfa.org

Thomas Raffio, *Past President*
President & CEO
Northeast Delta Dental
One Delta Drive
Concord, NH 03301
(603) 223-1000
tomraffio@nedelta.com

Katharine Eneguess
President
White Mountains Community College
2020 Riverside Drive
Berlin, NH 03570
(603) 752-8015 x3004
keneguess@ccsnh.edu

Jack Lightfoot
Director of Advocacy
Child and Family Services of NH
P.O. Box 448
Manchester, NH 03105
(603) 668-1920 x145
lightfootj@cfsnh.org

Nannu Nobis, *Treasurer*
CEO
Nobis Engineering
18 Chenell Drive
Concord, NH 03301
(603) 224-4182
nnobis@nobisengineering.com

Carolyn Benthien
Benthien Associates
27 Shirley Park Road
(603) 660-2201
Carolyn@benthienassociates.com

Carol Garhart
Director
Holy Cross Early Childhood Center
420 Island Pond Road
Manchester, NH 03109
(603) 668-0510
Carolmoon4@yahoo.com

Neal Scott
Owner
Neal Scott Photography
83 Burnt Hill Road
Chichester, NH 03258
(603) 798-3684
neal@nealscott.net

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Division of Public Health Services

Agency Name: Early Learning NH

Name of Bureau/Section: Project LAUNCH

BUDGET PERIOD:	SFY 14	9/4/13 - 6/30/14	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Jackie Cowell, Executive Director	\$57,494	0.00%	\$0.00
Laura Milliken, Young Child Wellness Expert .4 FTE	\$60,833	40.00%	\$24,333.20
TBA, Young Child Wellness Expert .6 FTE	\$53,333	60.00%	\$31,999.80
	\$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)			\$56,333.00

Note that the above salaries based on a 10 mo. yr

BUDGET PERIOD:	SFY 15	7/1/14 - 6/30/15	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Jackie Cowell, Executive Director	\$68,993	0.00%	\$0.00
Laura Milliken, Young Child Wellness Expert .4 FTE	\$73,000	40.00%	\$29,200.00
TBA, Young Child Wellness Expert .6 FTE	\$64,000	60.00%	\$38,400.00
	\$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)			\$67,600.00

BUDGET PERIOD:	SFY 16	7/1/15 - 6/30/16	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Jackie Cowell, Executive Director	\$68,993	0.00%	\$0.00
Laura Milliken, Young Child Wellness Expert .4 FTE	\$73,000	40.00%	\$29,200.00
TBA, Young Child Wellness Expert .6 FTE	\$64,000	60.00%	\$38,400.00
	\$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)			\$67,600.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

JACKIE COWELL

114 Goss Drive, Henniker, NH 03242
(603) 325-2400 jackie.cowell@gmail.com

CAREER HIGHLIGHTS

EARLY LEARNING NH CONCORD, NH 2005 to present
Executive Director

- Governor Lynch designated Early Learning NH as the coordinating body of the federally-mandated state early childhood advisory council – Spark NH.
- In partnership with area child care and Head Start programs and the United Way of the Greater Seacoast, established the Seacoast Early Learning Alliance – a ground-breaking group working together to find efficiencies and cost-and time-savings, leverage program and intellectual assets, and partner with area businesses in innovative ways – all to reinvest towards continuous quality improvement in programs for young children.
- Early Learning NH received the Mary Stuart Gile Award from the NH Dept. of Health & Human Services for its “commitment to the development of the next generation of early childhood professionals.” Ms. Cowell received “The Exemplary Leadership and Community Partnership Award” from the Division for Children, Youth and Families.

COMMUNITY CHILD CARE CENTER PORTSMOUTH, NH 2001-2005
Executive Director

- Manage 40+ staff and collaborate with co-located agencies, including Head Start, public school preschool special education, and a community health center.
- At time of hire, operating grant representing 20% of annual budget began phasing out. Managed transition with support of board and staff without employee lay offs.
- In partnership with the school district, established the Community School of SAU50 in Greenland – the first, combined preschool and full-day child care program housed within a Seacoast public school.

CHILDREN’S ALLIANCE OF NEW HAMPSHIRE CONCORD, NH 2000-2001
Director of Development and Public Affairs

- Created new fund development strategy with board of directors that led the agency to its largest budget surplus in its twelve year history – equivalent to one-third of the annual budget. Total gifts receivable at the end of the fiscal year amounted to an additional one-third.
- Designed new lay out for and responsible for production of agency’s statewide quarterly newsletter.

NEW HAMPSHIRE TECHNICAL INSTITUTE CONCORD, NH 1997-2001
Early Childhood Education Adjunct Faculty

- Courses included *Organization and Management in Early Childhood Programs, Developmentally Appropriate School Age Programs, and Health, Safety and Nutrition in the Early Childhood Setting.*
- Increased by 500% the number of NHTI students involved in advocating for child care public policy and participating in statewide associations.

WHITE BIRCH COMMUNITY CENTER HENNIKER, NH 1990-2000
Executive Director

- Established the center’s first, joint Faculty/Board strategic planning session. Plan used as a model by the United Way of Merrimack County and the New Hampshire Technical Institute.
- In less than eight years, increased program budget by over 100%. Kept number of administrative staff at original level by redesigning financial and office systems.
- Presented child care, community service, and/or nonprofit management topics to a wide range of groups and media, including NH Public Radio’s The Exchange, WMUR-TV 9’s keep kids s.a.f.e., Rotary Clubs, statewide conferences, and various high schools and colleges.



JACKIE COWELL

Page Two

SAVE THE CHILDREN FEDERATION SUDAN FIELD OFFICE, EAST AFRICA

1985-1990

Sponsorship Program Manager

- Succeeded in increasing annual budget during a time when child sponsorship budgets were being cut worldwide.
- Trained a team that registered over 7,500 child sponsorships with the consent of all government agencies and individual parents. By the end of the first year, the number of communities requesting participation grew tenfold.
- During same time period, coordinated and dispatched the Field Office's fleet of 22 vehicles.

Hand-dug Wells Project Manager

- Project was recognized and replicated internationally as it fostered local expertise, included a sustainable design, and developed inter-district leadership.

Relief Food Project Manager

- Created performance evaluation forms and assisted in the development of Field Office personnel manual.
- The staff members whom I supervised were consistently rated outstanding, as individuals and as teams, by external and internal evaluators.
- Designed and implemented staff development trainings, including budget management, strategic planning, time management, word and data processing, and report writing.

U.S. PEACE CORPS MALI, WEST AFRICA

1980-1982

Teacher

- As a Volunteer, taught trigonometry, algebra and probability to the 10th and 12th grade classes, in French.
- Designed and implemented training for Peace Corps math teachers and coordinated student teaching arrangements with local school systems. Trained incoming volunteers in cross-cultural awareness and preventive health care.

EDUCATION

UNIVERSITY OF VIRGINIA, CHARLOTTESVILLE, VA – B.S. Psychology 1980

WHEELOCK GRADUATE SCHOOL ADVANCED SEMINARS, FINANCIAL AND LEGAL ASPECTS OF CENTER MANAGEMENT 1999

SELECTED PROFESSIONAL AFFILIATIONS

SPARK NH – governor-appointed early childhood advisory council – EXECUTIVE COMMITTEE MEMBER 2011 TO PRESENT

NH CAN (CHILD ADVOCACY NETWORK) – STEERING COMMITTEE MEMBER 2008 TO PRESENT

NH CHILD CARE ADVISORY COUNCIL – legislatively-mandated council – CURRENT MEMBER / CHAIR 2000-2002

NH ASSOCIATION FOR THE EDUCATION OF YOUNG CHILDREN – CURRENT MEMBER / PUBLIC POLICY CHAIR 1997-2000



LAURA J. MILLIKEN

EDUCATION:

Boston University School of Law, Boston, MA

Juris Doctor, 1992, Honors: Paul J Liacos Scholar

Barnard College, Columbia University, New York, NY

Bachelor of Arts in Political Science, *cum laude*, 1989, Honors: Departmental Honors in Political Science, Phoebe M. Morrison Prize for Political Science, Barnard Bear Pin Award for Leadership

PROFESSIONAL EXPERIENCE:

Spark NH Early Childhood Advisory Council, 2011- Present, Director

Coordinate and staff statewide, governor-appointed Early Childhood Advisory Council and 8 committees and 6 task forces of diverse early childhood stakeholders. Ensure compliance with funder requirements. Implement and oversee Council work plan. Coordinate monthly meetings and provide technical assistance to Council. Facilitate coordination and collaboration within and between Council, committees and task forces and outside stakeholders. Facilitate the implementation of recommendations and policy changes.

Legal Advice and Referral Center 2010- 2011, Contract Attorney

Counseled and advised low income clients telephonically in divorce, parenting, guardianship, termination of parental rights and other family law matters. Educated and empowered clients for *pro se* court appearances.

District Court Domestic Violence Coordinating Councils 1997 –1999, **Coordinator**

Facilitated and provided technical support for interdisciplinary, diverse groups who came into contact with victims of domestic violence. These included judges, attorneys, police, medical personnel, social service workers, and others. Helped Council to recommend and implement changes in infrastructure and policy. Helped draft legislation and testified in support in the legislature. Assisted in planning statewide training. Wrote grants and reports.



Description of Duties and Responsibilities for the .6 FTE YCWE (TBD)

- ♦ Co-lead and provide staff support to the Young Childhood Wellness Task Force;
- ♦ Participate in the Project LAUNCH management team;
- ♦ Provide direct guidance and oversight to the local pilot community and ensure that all grant performance and reporting requirements are met;
- ♦ Work closely with the selected locality to ensure that planning and policy reforms at the State level are consistent with and supportive of the work at the local level;
- ♦ Participate in the local YCWC;
- ♦ Provide guidance and technical assistance to the Local Child Wellness Coordinator;
- ♦ Assist the Council and Task force to propose and initiate infrastructure reforms, policy developments, financial mapping and/or workforce development activities that promote young child wellness;
- ♦ Assist the Council and Task force to work toward sustainability and scalability of local innovations that result from Project LAUNCH and related activities;
- ♦ Co-supervise support staff; a
- ♦ Attend annual Project LAUNCH grantee meetings;
- ♦ Advise the Project LAUNCH Evaluator in planning and developing the local and state evaluation plan, as well as in the collection, analyzing and dissemination of data;
- ♦ Meet and communicate regularly with the project Evaluator and YCWP to share data and evaluation results;
- ♦ Assist the evaluator in providing ongoing evaluation of the state and local projects;
- ♦ Form the bridge between the Evaluator and the local and state Council and Task Force with respect to the data results and evaluation processes; and
- ♦ Guide the Councils and Task force in effectively using these data results and evaluation processes.

Qualifications of the .6 FTE ECWE

- ♦ Masters Degree in Public Health or Early Childhood Mental Health
- ♦ Expertise in the public health model and early childhood mental health and development
- ♦ Ability to bring together diverse people, organizations and agencies to work toward common goals and unified systems
- ♦ Capacity to facilitate groups, build consensus
- ♦ Strong organizational, writing and verbal skills

Supervisory Relationships: Co-supervised by the YCWP at the Maternal and Child Health Section and the Executive Director of Early Learning NH.

Skills and Knowledge Required: Familiarity with statewide early childhood systems in New Hampshire; familiarity with behavioral health systems in the pilot community is preferred;

Personal Qualities: Leadership, ability to manage multiple projects, work well in a team

Salary: \$39,000

Hours per Day or Week: .6 FTE (24 hours per week)



Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: Early Learning NH

Budget Request for: Project LAUNCH

(Name of RFP)

Budget Period: SFY 14 - Sep 4, 2013 through Jun 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 64,667.00	\$ -	\$ 64,667.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ 2,400.00	\$ -	\$ 2,400.00	
4. Equipment:	\$ 2,000.00	\$ -	\$ 2,000.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:		\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 2,584.00	\$ -	\$ 2,584.00	
6. Travel	\$ 3,385.00	\$ -	\$ 3,385.00	
7. Occupancy	\$ -	\$ -		
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,000.00	\$ -	\$ 1,000.00	
Postage	\$ 167.00	\$ -	\$ 167.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Council member reimbursement	\$ 960.00	\$ -	\$ 960.00	
Administrative Costs	\$ -	\$ 6,172.00	\$ 6,172.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 77,163.00	\$ 6,172.00	\$ 83,335.00	

Indirect As A Percent of Direct

8.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available) \$ 83,335.00
 Reconciliation - (this line must be equal to or greater than \$0) \$ -

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: Early Learning NH

Budget Request for: Project LAUNCH

(Name of RFP)

Budget Period: SFY 15 - Jul 1, 2014 through Jun 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 77,600.00	\$ -	\$ 77,600.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ 2,880.00	\$ -	\$ 2,880.00	
4. Equipment:	\$ 2,000.00	\$ -	\$ 2,000.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 3,100.00	\$ -	\$ 3,100.00	
6. Travel	\$ 3,870.00	\$ -	\$ 3,870.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	
Postage	\$ 200.00	\$ -	\$ 200.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Member Travel and Child Care Reimbursement	\$ 1,150.00	\$ -	\$ 1,150.00	
Administrative costs	\$ -	\$ 8,000.00	\$ 8,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 92,000.00	\$ 8,000.00	\$ 100,000.00	

Indirect As A Percent of Direct

8.7%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available) \$ 100,000.00

Reconciliation - (this line must be equal to or greater than \$0) \$ -

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: Early Learning NH

Budget Request for: Project LAUNCH

(Name of RFP)

Budget Period: SFY 16 - Jul 1, 2015 through Jun 30, 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 77,600.00	\$ -	\$ 77,600.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ 2,880.00	\$ -	\$ 2,880.00	
4. Equipment:	\$ 2,000.00	\$ -	\$ 2,000.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 3,100.00	\$ -	\$ 3,100.00	
6. Travel	\$ 3,870.00	\$ -	\$ 3,870.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	
Postage	\$ 200.00	\$ -	\$ 200.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ 1,150.00	\$ -	\$ 1,150.00	
	\$ -	\$ 8,000.00	\$ 8,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 92,000.00	\$ 8,000.00	\$ 100,000.00	

Indirect As A Percent of Direct

8.7%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available) \$ 100,000.00
 Reconciliation - (this line must be equal to or greater than \$0) \$ -

