



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-3857  
603-271-4524 1-800-852-3345 Ext. 4524  
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www.dhhs.nh.gov

October 5, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to **retroactively** exercise a renewal option and amend an existing **sole source** contract with Early Learning New Hampshire (ELNH), (Vendor #159000-B001), 145 Two Delta Drive, Concord, NH 03301, for the provision of early childhood comprehensive systems activities statewide, by increasing the price limitation by \$20,000 from \$617,175 to \$637,175, and by extending the completion date from September 30, 2018, to September 30, 2019, to be effective **retroactive** to September 30, 2018 upon Governor and Executive Council approval. 100% Federal Funds.

The original agreement was approved by the Governor and Executive Council on August 24, 2016, (Item #14), and subsequently amended on September 27, 2017, (Item #12).

Funds are available in the following accounts for State Fiscal Year (SFY) 2019 and are anticipated to be available in SFY 2020, upon availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

**05-95-90-902010-12990000 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/Activity Number	Current Modified Budget	Increased Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	90002996	\$90,000	\$0	\$90,000
2018	102-500731	Contracts for Prog Svc	90002996	\$224,275	\$0	\$224,275
2019	102-500731	Contracts for Prog Svc	90002996	\$20,200	\$0	\$20,200
			<b>Subtotal:</b>	<b>\$334,475</b>	<b>\$0</b>	<b>\$334,475</b>

**05-95-90-902010-08310000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, HOME VISITING D89 COMPETITIVE GRANT**

Fiscal Year	Class / Account	Class Title	Job/Activity Number	Current Modified Budget	Increased Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	90083100	\$282,700	\$0	\$282,700
			<b>Subtotal:</b>	<b>\$282,700</b>	<b>\$0</b>	<b>\$282,700</b>

**05-95-90-902010-58960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA HOME VISITING**

Fiscal Year	Class / Account	Class Title	Job/Activity Number	Current Modified Budget	Increased Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Svc	90083201	\$0	\$15,000	\$15,000
2020	102-500731	Contracts for Prog Svc	90083201	\$0	\$5,000	\$5,000
			<b>Subtotal:</b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$20,000</b>
			<b>Total:</b>	<b>\$617,175</b>	<b>\$20,000</b>	<b>637,175</b>

**EXPLANATION**

This request is **retroactive** because there was a delay in receiving fully executed contract documents for submission to the Department of Administrative Services to meet the deadline for the Governor and Executive Council Agenda for September 20, 2018.

The original contract is **sole source** because Early Learning NH (ELNH) was preselected upon application for Federal Funds to continue operationalizing the only Governor Appointed Early Childhood Advisory Council, Spark NH, as a requirement of early childhood comprehensive system activities. ELNH is the backbone organization for SPARK NH and, thus, the only appropriate entity for these additional federal funds.

The purpose of this request is to support early childhood comprehensive system activities.

Early Learning NH provides systems level coordination within the early childhood system. This benefits children prenatal to age 8, their families, and communities. Research has shown that greater numbers of adverse childhood experiences can negatively impact health. Home visiting and programs that support early childhood can support reductions of adverse childhood experiences through increasing protective factors for families. Having an early childhood advisory council through Early Learning NH supports greater coordination of efforts throughout the state, thus allowing direct service organizations to focus on their important work with families, a system in which to share lessons learned, and to collaborate with other programs to achieve better outcomes.

The council has over 100 members, both public and private and representation can be found in the fields of early learning, health and family support. The members of these committees are representatives of a variety of programs and the meetings serve as a way to share and gain information about what is happening in communities and at the state and federal levels which allow for greater cohesiveness as a field. As project launch comes to an end, this valuable advisory board needs funds to continue to support the coordination and collaboration of the early childhood system.

As referenced in Exhibit C-1, Revisions to General Provisions of this contract, this Department has the option to extend contract services for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Department is requesting to exercise one (1) of the five (5) years of renewal options available.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Should Governor and Executive Council not authorize this Request, the gains that have been made in the coordination of the early childhood system may be negatively impacted.

Area served: Statewide

Source of Funds: 100% Federal Funds from the U.S. Department of health and Human Services, Health Resources and Services Administration, Maternal, Infant and Early Childhood Home Visiting Grant Program, Catalog of Federal Domestic Assistance (CFDA) # 93.870, Federal Award Identification Number (FAIN) X10MC31156.

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

Respectfully submitted,



Lisa Morris, MSSW  
Director



Approved by: Jeffrey A. Meyers  
Commissioner



**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #2 to the**  
**Project LAUNCH – State Young Child Wellness Council**

This 2nd Amendment to the Project LAUNCH – State Young Child Wellness Council contract (hereinafter referred to as "Amendment One") dated this Fourteenth (14<sup>th</sup>) day of August 14, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and EARLY LEARNING-NEW HAMPSHIRE, (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 2 DELTA DRIVE, CONCORD, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 24, 2016, Item #14, as amended on September 27, 2017, Item #12, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 30, 2019
2. Form P-37 General Provisions, Block 1.8, Price Limitation, to read:  
\$637,175
3. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement
4. Form P-37 General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Delete Exhibit A – Amendment #1 in its entirety and replace with Exhibit A – Amendment #2.



**New Hampshire Department of Health and Human Services**  
**Project LAUNCH – State Young Child Wellness Council**

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6. Delete Exhibit B in its entirety and replace with Exhibit B – Amendment #2.
7. Amend Budget to:
  1. Add Exhibit B-6 Amendment #2 Budget
  2. Add Exhibit B-7 Amendment #2 Budget
5. Add Exhibit K, DHHS Information Security Requirements, V4, Last update 04.04.2018



**New Hampshire Department of Health and Human Services**  
**Project LAUNCH – State Young Child Wellness Council**

This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

9/11/18  
Date

*Lisa Morris*  
Name: Lisa Morris  
Title: Director, DPHS

Early Learning New Hampshire

8/27/18  
Date

*Jackie Cowell*  
Name: Jackie Cowell  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on August 27, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

*Maryellen Schule*  
Signature of Notary Public or Justice of the Peace

MARYELLEN SCHULE - NOTARY  
Name and Title of Notary or Justice of the Peace

My Commission Expires: August 3, 2021

MARYELLEN SCHULE, Notary Public  
My Commission Expires August 3, 2021



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

**Project LAUNCH – State Young Child Wellness Council**

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

**OFFICE OF THE ATTORNEY GENERAL**

9/27/18  
Date

[Signature]  
Name: Megan A. Jacob  
Title: Attorney General

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

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #2

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall coordinate activities of Spark NH, which shall represent partnerships across disciplines and agencies that serve young children and their families in order to reduce gaps in services to children up to eight (8) years of age and their families. The Contractor shall ensure membership is comprised of:
  - 2.1.1. Families in the population of focus.
  - 2.1.2. Experts in a variety of fields that include, but are not limited to:
    - 2.1.2.1. Health.
    - 2.1.2.2. Public Health
    - 2.1.2.3. Child Welfare.
    - 2.1.2.4. Medicaid.
    - 2.1.2.5. Substance Misuse Prevention/Treatment.
    - 2.1.2.6. Early childhood education.
    - 2.1.2.7. Elementary education.
    - 2.1.2.8. Child Development (infants through 8 years of age).
    - 2.1.2.9. Mental Health
- 2.2. The Contractor shall facilitate bi-monthly meetings of the Spark NH Council, which includes, but is not limited to:
  - 2.2.1. Notification, which shall include an agenda, of upcoming bi-monthly meetings of the Spark NH Council, and the Department;
  - 2.2.2. Meeting minutes recorded shall be made available to the Department and all Council members within five (5) business days of each meeting occurrence for their review, editing and approvals, prior to being posted on the Spark NH website.

*[Handwritten Signature]*  
8/27/18

**New Hampshire Department of Health and Human Services  
Project LAUNCH – State Young Child Wellness Council**



**Exhibit A Amendment #2**

- 2.3. The Contractor shall promote a comprehensive coordinated early childhood system through collaborative work with key statewide partnering organizations that include, but are not limited to:
- 2.3.1. Maternal Infant Early Childhood Home Visiting (MIECHV) Program;
  - 2.3.2. Pyramid Model Consortium Statewide Team;
  - 2.3.3. The NH Children's Behavioral Health Collaborative; and,
  - 2.3.4. Early Childhood Community of Practice.
- 2.4. The Contractor shall provide support to the New Hampshire Home Visiting Task Force (NHHVTF) by:
- 2.4.1. Aligning goals and actions of the NHHVTF with the Spark NH Framework for Action (<http://sparknh.com/resources/framework-for-action/>) and the Council, committees and task forces of Spark NH. Alignment shall include, but not be limited to:
    - 2.4.1.1. Synthesizing priorities of emergent goals and actions identified by the Taskforce ;
    - 2.4.1.2. Joining priorities to the Spark NH Framework for Action, by clearly synthesizing the ways that the work of NHHVTF overlaps with the work of the greater early childhood system;
    - 2.4.1.3. Having knowledge of the Spark NH Framework for Action; and
    - 2.4.1.4. Having knowledge of the work of the committees.
  - 2.4.2. Supporting the NHHVTF through Spark NH presence at meetings and alignment with the Council, committees and task forces of Spark NH to obtain information and initiatives from the different subgroups;
  - 2.4.3. Participating in the strategic planning process and meetings of the NHHVTF, including, but not limited to, sharing the Spark NH Framework for Action and how the NHHVTF fits into this framework; and
  - 2.4.4. Promoting home visiting through Spark NH public awareness work, as approved by the Department, including, but not limited to:
    - 2.4.4.1. Social media;
    - 2.4.4.2. Periodic press releases; and
    - 2.4.4.3. Other public awareness events as determined in collaboration with the Department and the Contractor.
- 2.5. The Contractor shall ensure ongoing and continuous effective communication with the Department on all matters relating to this contract, which may include, but are not limited to:
- 2.5.1. Scheduled meetings;
  - 2.5.2. A minimum of four (4) monthly status update telephone calls;

*[Signature]*  
8/27/18



## Exhibit A Amendment #2

- 2.5.3. Email correspondence; and,
- 2.5.4. Other communications, as appropriate.

### 3. Staffing

3.1. The Contractor shall notify the Department, in writing, within one (1) month of an individual's date of hire, when a new administrator, coordinator or essential staff is hired to perform contract activities. The Contractor shall ensure notification includes, but is not limited to:

- 3.1.1. Date of hire.
- 3.1.2. Resume.
- 3.1.3. Credentials, as appropriate.

3.2. The Contractor shall employ one (1), Spark NH Director who shall be the point of contact for the Department on all activities conducted by the Contractor.

3.3. The Director shall have the following minimum qualifications:

- 3.3.1.1. A Master's Degree in Public Administration, Public Health, Social Work, Early Childhood Education, Law Degree or related field.
- 3.3.1.2. Extensive knowledge and experience in leading statewide early childhood systems and policy development, integration of statewide systems that relate to early childhood systems, council/coalition building, public health models, project management and sustainability practices.
- 3.3.1.3. Excellent writing, presentation, facilitation and public speaking skills.
- 3.3.1.4. Experience providing professional development and training in the early childhood field.
- 3.3.1.5. Ability to work with individuals and groups in a culturally and linguistically competent manner.
- 3.3.1.6. Ability to engage, coordinate, collaborate and communicate with diverse groups of people in order to effectively achieve common goals.
- 3.3.1.7. Excellent analytical ability to assess efficiency and effectiveness of early childhood systems and policy development.

### 4. Reporting

4.1. The Contractor shall provide reports to the Department, through a secure SFTP site, which shall include, but not be limited to bi-monthly narrative progress summaries of the Spark NH Council, Committees and task forces that inform the work of the MIECHV Program, including but not limited to, the Early Childhood Community of Practice and public awareness activities no later than the 2nd Friday of the odd months.

### 5. Performance Measures

5.1. The Contractor shall meet or exceed the following performance measures:

*[Signature]*  
8/27/18



**Exhibit A Amendment #2**

- 5.1.1. **Performance Measure #1:** Ten Percent (10%) of Spark New Hampshire Council are consumers/family members of the population in focus.
- 5.1.2. **Performance Measure #2:** Ninety Percent (90%) of Spark New Hampshire Council members report satisfaction with coordination.
- 5.1.3. **Performance Measure #3:** The Spark NH Council and Committees will each meet at least three (3) times per year.

**6. Deliverables**

- 6.1. The Contractor shall facilitate bi-monthly meetings of the Spark NH Council, as identified in Sub-section 2.2;
- 6.2. The Contractor shall submit bi-monthly meeting minutes of the Spark NH Council to the Department and all Council members within five (5) business days after the meeting occurrences, for their review, editing and approval, prior to publication on the Spark NH website;
- 6.3. The Contractor shall participate in a minimum of four (4) monthly telephone calls with the Department, as identified in Sub-section 2.5;
- 6.4. The Contractor shall notify the Department, in writing, within one (1) month of an individual's date of hire, when a new administrator, coordinator or essential staff is hired to perform contract activities, as identified in Sub-section 3.1;
- 6.5. The Contractor shall provide bi-monthly narrative progress summaries to the Department no later than the 2<sup>nd</sup> Friday of the odd months, as identified in Sub-section 4.1; and
- 6.6. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

*[Handwritten Signature]*  
8/27/18



## Exhibit B Amendment #2

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with Federal Funds made available under the U.S. Department of Health & Human Services, Health Resources and Services Administration (HRSA), Maternal, Infant and Early Childhood Homevisiting Grant Program (MIECHV), Catalog of Federal Domestic Assistance, (CFDA) #93.870, Federal Award Identification Number (FAIN) #X10MC31156.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
4. Payment for services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line items in Exhibit B-1 through Exhibit B-7..
  - 4.2. The Contractor will submit an invoice, in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
  - 4.4. Contractors shall keep detailed records of their activities related to DHHS funded programs and services.
  - 4.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 4.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: [dphscontractbilling@dhhs.nh.gov](mailto:dphscontractbilling@dhhs.nh.gov), or invoices may be mailed to:  
Financial Manager - DPHS  
Department of Health and Human Services  
29 Hazen Drive  
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

*[Signature]*  
8/27/18



## Exhibit B Amendment #2

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7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, changes limited to adjusting amounts between budget line items and to adjusting encumbrances between State Fiscal years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

*[Signature]*  
8/27/18

# EXHIBIT B-6 AMENDMENT #2 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Early Learning NH

Project LAUNCH - State Young Child Wellness  
Council

Budget Request for: SS-2017-DPHS-02-PROJE  
(Name of RFP)

Budget Period: October 3, 2018 - June 30, 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 12,500.00	\$ 1,250.00	\$ 13,750.00	
2. Employee Benefits	\$ 1,137.20	\$ 112.80	\$ 1,250.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
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):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 13,637.20</b>	<b>\$ 1,362.80</b>	<b>\$ 15,000.00</b>	

Indirect As A Percent of Direct

10.0%

Exhibit B-6 Amendment #2 Budget - SFY 2019

Contractor Initials:

*JL*

Page 1 of 1

Date:

8/27/18

# EXHIBIT B-7 AMENDMENT #2 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Early Learning NH

Project LAUNCH - State Young Child Wellness  
Council

Budget Request for: SS-2017-DPHS-02-PROJE  
(Name of RFP)

Budget Period: July 1, 2019 - September 30, 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 4,166.67	\$ 416.67	\$ 4,583.34	
2. Employee Benefits	\$ 379.07	\$ 37.59	\$ 416.66	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
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):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 4,545.74</b>	<b>\$ 454.26</b>	<b>\$ 5,000.00</b>	

Indirect As A Percent of Direct

10.0%

Exhibit B-7 Amendment #2 Budget

Contractor Initials:

CH/DHHS/011414

Page 1 of 1

Date:

*[Signature]*  
8/27/18

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

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

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

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

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

*[Signature]*  
8/27/18

DHHS Information Security Requirements



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

*[Signature]*  
8/27/18

DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

*[Signature]*  
8/27/18

DHHS Information Security Requirements



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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

*[Handwritten Signature]*  
*[Handwritten Date: 6/27/18]*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

*[Signature]*  
8/27/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

*[Signature]*  
8/27/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

*[Signature]*  
8/27/18

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

*[Handwritten Signature]*  
8/27/18

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

*[Handwritten Signature]*  
8/27/18

# State of New Hampshire

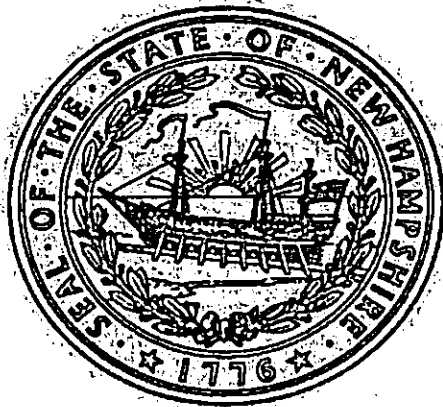
## Department of State

### 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 registered to transact business in New Hampshire on August 04, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 354392

Certificate Number: 0004110554



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of June A.D. 2018.

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

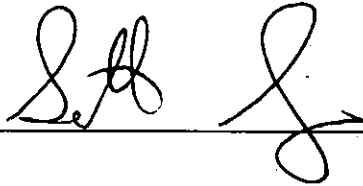
William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

I, Scott Spradling, hereby certify that I am a member of the Executive Committee 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, February 20, 2018, the following vote was adopted and is in effect until January 31, 2019:

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, along with authorization of a member of the Executive Committee of the Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand as a member of the Executive Committee of the Board of Directors of Early Learning New Hampshire this 27<sup>th</sup> day of August, 2018.

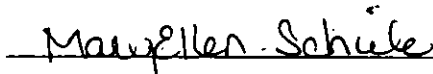


\_\_\_\_\_  
Scott Spradling  
President, Board of Directors  
Early Learning New Hampshire

State of NEW HAMPSHIRE

County of MERRIMACK

The foregoing instrument was acknowledged before me this 27 day of AUGUST, 2018 by Scott Spradling, known to me or satisfactorily proven, in his/her capacity as President of the Board of Directors of Early Learning NH.



\_\_\_\_\_  
Notary Public

My Commission Expires: August 3, 2021

**MARYELLEN SCHULE, Notary Public  
My Commission Expires August 3, 2021**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/23/2018

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).

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

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1787039	4/22/2018	4/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB5K183547	4/22/2018	4/22/2019	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 100,000 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)

## CERTIFICATE HOLDER

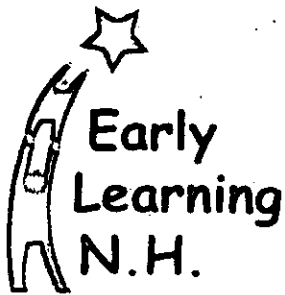
NH DHHS  
129 Pleasant Street  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lucas Sevigney/CVS



Two Delta Drive  
Concord, NH 03301  
phone (603) 226.7900  
fax (603) 226.7290

[www.earlylearningnh.org](http://www.earlylearningnh.org)

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### 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.

NH Business Partners  
for Early Learning

NH Child Care  
Association

Early Learning  
Lasts a Lifetime

NH Family Child Care  
Association

Invest in Kids



**EARLY LEARNING NEW HAMPSHIRE**

Financial Statements  
December 31, 2017 and 2016

**EARLY LEARNING NEW HAMPSHIRE**  
Financial Statements  
For The Years Ended December 31, 2017 and 2016

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# McLarney & Company, LLC

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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

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Early Learning New Hampshire (a nonprofit organization), which comprise the statements of financial position as of December 31, 2017 and 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

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

### ***Auditor's Responsibility***

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 from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***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, 2017 and 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated July 9th, 2018, 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 in considering Early Learning New Hampshire's internal control over financial reporting and compliance.

*McLarney & Company, LLC*

McLarney & Company, LLC  
July 9, 2018

# EARLY LEARNING NEW HAMPSHIRE

## Statements of Financial Position

December 31, 2017 and 2016

### ASSETS

	<i>Without Donor Retrictions</i>	<i>With Donor Retrictions</i>	<i>Total 2017</i>	<i>Total 2016</i>
<u>Current Assets</u>				
Cash	\$ 133,996	\$ 253	\$ 134,249	\$ 299,360
Accounts Receivable	36,414	-	36,414	112,470
Prepaid Expenses	2,263	-	2,263	6,467
Deposits	2,100	-	2,100	2,100
Total Current Assets	174,772	253	175,025	420,397
<u>Fixed Assets</u>				
Office Equipment, Computers	25,047	-	25,047	25,047
Accumulated Depreciation	(23,552)	-	(23,552)	(22,604)
Total Fixed Assets	1,495	-	1,495	2,443
 TOTAL ASSETS	 \$ 176,268	 \$ 253	 \$ 176,520	 \$ 422,840

### LIABILITIES AND NET ASSETS

<u>Current Liabilities</u>				
Accounts Payable	\$ 17,276	\$ -	\$ 17,276	\$ 24,895
Current Portion of Capital Lease	574	-	574	574
Deferred Revenue	-	-	-	835
Accrued Expenses	14,280	-	14,280	12,798
Deposit	-	-	-	-
Payroll Taxes Payable	344	-	344	4
Total Current Liabilities	32,473	-	32,473	39,097
<u>Long Term Liabilities</u>				
Capital Lease Payable	\$ 718		718	\$ 1,243
<u>Net Assets</u>				
Net Assets	143,077	253	143,330	382,500
TOTAL LIABILITIES AND NET ASSETS	\$176,268	\$ 253	\$ 176,520	\$422,840

See Accompanying Notes and Accountant's Report

**EARLY LEARNING NEW HAMPSHIRE**  
**Statements of Activities**  
For the Years Ended December 31, 2017 and 2016

	<i>Without Donor Retrictions</i>	<i>With Donor Retrictions</i>	<i>Total 2017</i>	<i>Total 2016</i>
<b><u>Revenue and Support</u></b>				
Contributions	\$ 734	\$ -	\$ 734	\$ 1,598
Foundation Grants	276,883	-	276,883	404,739
State Grants	590,123	-	590,123	525,913
Membership Dues	470	-	470	16,172
Program Service Revenue	26,337	-	26,337	37,352
Rental Income	6,683	-	6,683	18,651
Interest Income	28	-	28	8
In-kind Donations	11,057	-	11,057	14,891
Grants released from restriction	286,486	(286,486)	-	-
<b>TOTAL REVENUE AND SUPPORT</b>	<b>1,197,862</b>	<b>(286,486)</b>	<b>911,376</b>	<b>1,019,325</b>
<b><u>Expenses</u></b>				
<b><u>Program Services</u></b>				
Spark NH	486,661	-	486,661	418,970
Membership Services	487,373	-	487,373	220,662
Public Policy	51,250	-	51,250	48,719
<b>Total Program Services</b>	<b>1,025,283</b>	<b>-</b>	<b>1,025,283</b>	<b>688,351</b>
<b><u>Supporting Services</u></b>				
General & Administrative	97,621	-	97,621	114,036
Fund Development	17,757	-	17,757	21,833
Lobbying Expenses	9,885	-	9,885	9,406
<b>Total Supporting Services</b>	<b>125,263</b>	<b>-</b>	<b>125,263</b>	<b>145,275</b>
<b>TOTAL EXPENSES</b>	<b>1,150,547</b>	<b>-</b>	<b>1,150,547</b>	<b>833,627</b>
<b>Increase (Decrease) in Net Assets</b>	<b>47,316</b>	<b>(286,486)</b>	<b>(239,171)</b>	<b>185,698</b>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<b>\$ 95,761</b>	<b>\$ 286,739</b>	<b>\$ 382,500</b>	<b>\$ 196,802</b>
<b>Transfers During the Year</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET ASSETS, END OF YEAR</b>	<b>\$ 143,077</b>	<b>253</b>	<b>\$ 143,330</b>	<b>\$ 382,500</b>

See Accompanying Notes and Accountant's Report

**EARLY LEARNING NEW HAMPSHIRE**  
**Statements of Functional Expenses**  
**For the Years Ended December 31, 2017 and 2016**

	<u>Spark NH</u>	<u>Membership/ Mission Related Services</u>	<u>Public Policy</u>	<u>Total Program Services</u>	<u>General &amp; Management</u>	<u>Fund Development</u>	<u>Lobbying Expenses</u>	<u>2017 Total Expenses</u>	<u>2016 Total Expenses</u>
Direct Program Related Expense	299,858	314,498	-	614,356	-	-	-	614,356	297,622
Salaries and Wages	91,901	144,683	45,041	281,624	37,021	15,451	8,745	342,842	289,136
Payroll Taxes	7,803	12,284	3,824	23,912	3,143	1,312	743	29,109	23,283
Employee Benefits	-	2,583	2,385	4,968	3,577	994	397	9,936	2,838
Bookkeeping & Accounting	3,500	-	-	3,500	13,200	-	-	16,700	18,470
Professional Consulting & Legal	65,921	-	-	65,921	309	-	-	66,230	84,335
Conferences & Travel	2,789	10,446	-	13,234	-	-	-	13,234	19,471
Telephone & Communications	600	540	-	1,140	4,227	-	-	5,367	3,600
Meeting Costs & Facilitation	10,240	2,281	-	12,520	82	-	-	12,602	36,543
Postage	-	-	-	-	245	-	-	245	113
Printing & Reproduction	-	25	-	25	226	-	-	251	5,308
Dues & Subscriptions	-	-	-	-	-	-	-	-	-
Office Expense	4,050	33	-	4,083	1,609	-	-	5,692	9,085
Marketing & Public Engagement	-	-	-	-	685	-	-	685	535
Other Expenses	-	-	-	-	157	-	-	157	150
Insurance	-	-	-	-	5,024	-	-	5,024	4,992
Maintenance & Cleaning	-	-	-	-	426	-	-	426	171
Occupancy	-	-	-	-	26,743	-	-	26,743	36,713
Total Expenses Before Depreciation	486,661	487,373	51,250	1,025,283	96,673	17,757	9,885	1,149,599	832,365
Depreciation Expense	-	-	-	-	948	-	-	948	1,262
<b>TOTALS</b>	<b>486,661</b>	<b>487,373</b>	<b>51,250</b>	<b>1,025,283</b>	<b>97,621</b>	<b>17,757</b>	<b>9,885</b>	<b>1,150,547</b>	<b>833,627</b>

See Accompanying Notes and Accountant's Report

**EARLY LEARNING NEW HAMPSHIRE**  
Statement of Cash Flows  
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<b>Cash Flows From Operating Activities</b>		
Increase (decrease) in net assets	\$ (239,171)	\$ 185,698
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities		
Depreciation	948	1,262
(Increase) decrease in accounts receivable	76,055	62,618
(Increase) decrease in deposits	-	-
(Increase) decrease in prepaid expenses	4,205	(2,656)
Increase (decrease) in deferred revenue	(835)	(983)
Increase (decrease) in accounts payable	(7,619)	20,166
Increase (decrease) in other accrued expenses	1,482	719
Increase (decrease) in deposit	-	(700)
Increase (decrease) in payroll taxes payable	348	(183)
Total adjustments	<u>74,584</u>	<u>80,242</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ (164,586)</u>	<u>\$ 265,940</u>
<b>Cash Flows From Financing Activities</b>		
Repayment of Capital Lease Obligation	(526)	(478)
Net Cash Provided (Used) by Financing Activities	<u>(526)</u>	<u>(478)</u>
<b>Cash Flows From Investing Activities</b>		
Plant & equipment purchases	-	-
Net Cash Provided (Used) by Investing Activities	<u>-</u>	<u>-</u>
 NET INCREASE (DECREASE) IN CASH	 (165,112)	 265,462
CASH AT BEGINNING OF YEAR	<u>299,360</u>	<u>33,898</u>
CASH AT END OF YEAR	<u>\$ 134,249</u>	<u>\$ 299,360</u>

See Note 7 - Supplemental Cash Information

See Accompanying Notes and Accountant's Report

## EARLY LEARNING NEW HAMPSHIRE

### Notes to Financial Statements

December 31, 2017 and 2016

#### NOTE 1 - SIGNIFICANT ACCOUNTING PRINCIPLES

Early Learning New Hampshire is a nonprofit organization whose mission is directed toward the furthering of quality, affordable child care services which are accessible to and for the benefit of, the broad public. The mission, goals and the work of Early Learning New Hampshire benefit the community at large and work toward enabling families to acquire and maintain employment. Without the benefits of the work of Early Learning New Hampshire, communities, along with the general public, would suffer a loss of needed services and support.

##### Cash and Cash Equivalents

The preparation of financial statements in conformity with generally accepted accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

##### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

##### Advertising

Advertising costs are charged to operations when incurred.

##### Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met.

##### Donated Goods and Services

Contributions of donated noncash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

**EARLY LEARNING NEW HAMPSHIRE**  
**Notes to Financial Statements**  
**December 31, 2017 and 2016**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES**  
**(Continued)**

**Functional Expense Allocation**

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**Equipment**

Early Learning New Hampshire follows the policy of capitalizing, at cost, all expenditures for equipment in excess of \$500. Equipment is carried at cost. Provision for depreciation is provided on the straight- line basis over five years.

Maintenance and repairs costs are charged to operations when incurred, while additions and improvements which extend the useful life of the assets are capitalized. Upon retirement or sale, the cost of the disposed asset together with related amounts of accumulated depreciation are removed from the books and any resulting gain or loss is credited or charged to income.

**Recent Accounting Guidance**

During the year ended December 31, 2017 the organization implemented ASU 2016-14, Financial Statements of Not-for-Profit Entities. Accordingly, the beginning balances of the donor restricted net asset categories (temporarily and permanently restricted) have been retroactively adjusted to consolidate all donor restricted net assets into one classification, with donor restrictions. The ASU requires additional disclosures in the areas of liquidity and endowment funds and modifies the direct method presentation of the Statement of Cash Flows, requires reclassification of investment expenses which are netted in investment return to include internal investment expenses. In addition, it requires any underwater portion of the organization's endowment funds to be adjusted from net assets without donor restrictions to net assets with donor restrictions.

**Net Assets**

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Net Assets Without Donor Restrictions* – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The governing board has designated, from net assets without donor restrictions, net assets for an operating reserve and board-designated endowment.

**EARLY LEARNING NEW HAMPSHIRE**  
**Notes to Financial Statements**  
**December 31, 2017 and 2016**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES (Continued)**

*Net Assets With Donor Restrictions* – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

**Income Tax Status**

The organization is organized as a nonprofit corporation and has been recognized by the IRS as exempt from federal income taxes under IRC Section 501(c)(3). Thus it qualifies for the charitable contribution deduction under IRC Sections 170(b)(1)(A)(vi). The organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the entities are subject to income tax on net income that is derived from business activities that are unrelated to their exempt purposes. Management has determined that the organization is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

**NOTE 2 - FIXED ASSETS**

At December 31, 2017 and 2016 fixed assets consist of the following:

	<u>2017</u>	<u>2016</u>
Office Equipment, computers	\$25,047	\$25,047
Less: Accumulated Depreciation	(23,552)	(22,604)
Furniture and Equipment, Net	<u>\$1,495</u>	<u>\$2,443</u>

The Organization has depreciation expense of \$948 and \$1,262 for the years ended December 31, 2017 and 2016, respectively.

**NOTE 3 - LEASE COMMITMENTS**

Early Learning New Hampshire leases its office space under a 5- year lease agreement effective July 1, 2014 that expires June 30, 2019 for a monthly amount of \$2,325. The amount included as rent expense for the years ended December 31, 2017 and 2016 is \$26,743 and \$36,713 respectively. This amount includes donated rent of \$11,057 and \$9,000, respectively. The lease was amended in October 2017, the space rented was decreased and rent was lowered to \$700 per month. The lease commitment for future periods is:

2018	8,461
2019	4,264
2018	0
2019 and thereafter	0
	<u>\$12,725</u>

**EARLY LEARNING NEW HAMPSHIRE**  
**Notes to Financial Statements**  
**December 31, 2017 and 2016**

**NOTE 4 - CONCENTRATIONS**

Approximately 37% and 15% of the Organization's support was provided from a single State Grant for the year ended December 31, 2017 and December 31, 2016.

The Organization maintains multiple bank accounts at one bank. Accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended December 31, 2017 and 2016, respectively. Cash at this institution occasionally exceeded Federally insured limits. The cash balances exceeded these limits by \$0 and 11,414 on December 31, 2017 and 2016 respectively.

**NOTE 5 - ACCOUNTS RECEIVABLE**

All amounts are expected to be collected so there is no allowance for uncollectible accounts.

**NOTE 6 - DONATED GOODS AND SERVICES**

The value of donated goods and services included as contributions in the financial statements and the corresponding program expenses for the years ended December 31, 2017 and 2016, are as follows:

**2017**

	<u>Program Services</u>	<u>General &amp; Management</u>	<u>Total</u>
Rent	\$0	\$11,057	\$11,057
Direct Program Related Expense	0	0	0
Total	<u>\$0</u>	<u>\$11,057</u>	<u>\$11,057</u>

**2016**

	<u>Program Services</u>	<u>General &amp; Management</u>	<u>Total</u>
Rent	\$0	\$9,000	\$9,000
Direct Program Related Expense	2,622	0	2,622
Total	<u>\$2,622</u>	<u>\$9,000</u>	<u>\$11,622</u>

**NOTE 7 - SUPPLEMENTAL CASH INFORMATION**

	<u>2017</u>	<u>2016</u>
Noncash operating activities:		
Gifts of goods and services	\$11,057	\$11,622
Interest paid	\$0	\$0
Taxes Paid	\$0	\$0

**EARLY LEARNING NEW HAMPSHIRE**  
**Notes to Financial Statements**  
**December 31, 2017 and 2016**

**NOTE 8 – CAPITAL LEASE:**

The Organization entered into a capital lease to purchase a copier in February 2016 that requires forty-eight (48) monthly payments of \$47.81 through February 2020. Since the lease qualifies for Capital lease treatment for accounting purposes it has been recorded at the present value of the future minimum lease payments as of the inception date.

	2017	2016
TOTAL MINIMUM LEASE PAYMENTS	\$ 1,291	\$ 1,817
LESS: INTEREST	<u>-</u>	<u>-</u>
PRESENT VALUE OF		
MINIMUM LEASE		
PAYMENTS	\$ 1,291	\$ 1,817
LESS: CURENT PORTION	<u>(574)</u>	<u>(574)</u>
LONG TERM PORTION OF CAPITAL LEASE	\$ 718	\$ 1,243

The net carrying value of assets under capitalized leases was \$1,896 and zero at December 31, 2016 and 2015 respectively.

The future payments for the capital lease are as follows at December 31, 2017:

2018	574
2019	574
2018	143
2019 and thereafter	<u>0</u>
	<u>\$1,291</u>

**NOTE 9 - SUBSEQUENT EVENTS**

Management has evaluated subsequent events through July 9, 2018, the date the financial statements were available to be issued.

# McLarney & Company, LLC

*Certified Public Accountants & Business Advisors*

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

Robert F. Siggins, MST, CPA

## INDEPENDENT AUDITOR'S 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*

To the Board of Directors of  
Early Learning New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Early Learning New Hampshire (a nonprofit organization), which comprise the statement of financial position as of December 31, 2017, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated July 9<sup>th</sup>, 2018.

### Internal Control over Financial Reporting

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

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### Compliance and Other Matters

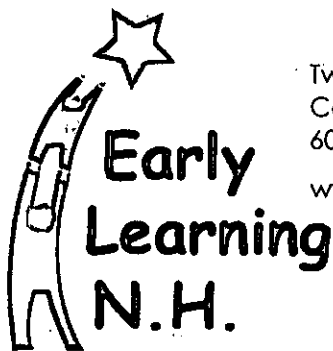
As part of obtaining reasonable assurance about whether Early Learning New Hampshire's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct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

### Purpose of this Report

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

*McLarney & Company, LLC*

McLarney & Company, LLC  
July 9, 2018



Two Delta Drive  
Concord, NH 03301  
603.226.7900  
[www.earlylearningnh.org](http://www.earlylearningnh.org)

## Board of Directors

May 2018

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*Former Chair, State Board of Education*  
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[rmurdough@washingtongnh.org](mailto:rmurdough@washingtongnh.org)

**Neal Scott**  
*Retired State Trooper*  
Owner,  
Neal Scott Photography  
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[neal@nealscott.net](mailto:neal@nealscott.net)

**Hon. Mary Jane Wallner**  
*Former Child Care Director*  
Ranking Member, Finance Committee  
NH House of Representatives  
24 Samuel Drive  
Concord, NH 03301  
(603) 224-1632  
[mjwallner@juno.com](mailto:mjwallner@juno.com)

## **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, 7 committees and 1 task force 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. Write grants and manage budgets.

**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.

**CONTRACTOR NAME**  
SFY 2019  
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Laura Milliken	Director, Spark NH	\$89781.12	15%	\$13637.20

**CONTRACTOR NAME**  
SFY 2020  
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Laura Milliken	Director, Spark NH	\$89,781.12	5%	\$4,583.34



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-3857  
603-271-4524 1-800-852-3345 Ext. 4524  
Fax: 603-271-8705 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

Item # 12  
G&C Approved  
9-27-2017

September 6, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to amend an existing **sole source** contract with Early Learning New Hampshire (ELNH), (Vendor #159000-B001), 145 Two Delta Drive, Concord, NH 03301, by increasing the Price Limitation by \$181,975 from \$435,200 to an amount not to exceed \$617,175, to complete a pilot program called Linking Actions for Unmet Needs of Children's Health (LAUNCH) in the Manchester area and for the provision of other early childhood comprehensive systems activities, statewide, effective upon the date of Governor and Council approval through September 30, 2018. This agreement was originally approved by Governor and Council on August 24, 2016, (Item #14). 100% Federal Funds.

Funds are available in the following accounts for SFY 2018 and SFY 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**05-95-90-902010-1299 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/Activity Number	Current Modified Budget	Increased Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	90002996	\$90,000	\$0	\$90,000
2018	102-500731	Contracts for Prog Svc	90002996	\$62,500	\$161,775	\$224,275
2019	102-500731	Contracts for Prog Svc	90002996	\$0	\$20,200	\$20,200
			<b>Subtotal:</b>	<b>\$152,500</b>	<b>\$181,975</b>	<b>\$334,475</b>

**05-95-90-902010- 0831 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, HOME VISITING D89 COMPETITIVE GRANT**

Fiscal Year	Class / Account	Class Title	Job/Activity Number	Current Modified Budget	Increased Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	90083100	\$282,700	\$0	\$282,700
			<b>Subtotal:</b>	<b>\$282,700</b>	<b>\$0</b>	<b>\$282,700</b>
			<b>Total:</b>	<b>\$435,200</b>	<b>\$181,975</b>	<b>617,175</b>

**EXPLANATION**

ELNH has an existing sole source contract for the implementation of Project LAUNCH, a 100% federal funded grant Catalog of Federal Domestic Assistance (CFDA) #93.243, Federal Award Identification Number (FAIN) #SM061289, with the Substance Abuse and Mental Health Services Administration (SAMHSA) to improve the wellness of children ages 0-8 years old and their families so that children can enter school healthy and ready to learn. Upon the original application for funds, SAMSHA required the Division of Public Health Services (DPHS) to preselect a community for local implementation and for the Governor's Early Childhood Advisory Council (SPARK NH) to act as the Statewide Young Child Wellness Council, to coordinate systems to improve child development. ELNH is the backbone organization for SPARK NH and, thus, the only appropriate entity for these additional federal funds. Project LAUNCH is in its fifth and the Department has been satisfied with ELNH's performance with coordinating statewide early childhood systems and capacity building efforts since the inception of the Project LAUNCH contract in 2012. The Contractor successfully fulfilled and achieved the performance measures in the original contract including:

- A written progress report of each project;
- The requested 10% of the Statewide Young Child Wellness Council (Spark NH) were consumers/family members of the population in focus;
- 90% of the Spark NH council members report satisfaction with coordination of the council.

Funds in this amendment are unspent funds from the first year of the project that were carried over and are now available to use for an additional year, through September 30, 2018. The funds will be used to meet the performance measures above as well as for the following:

- Coordinating a statewide summit that will raise awareness of the cost of toxic stress in children;
- Training for the Statewide Pyramid Model Team that supports early childhood and elementary educators to better address challenging behaviors in the classroom;
- Supporting four (4) Parent Advocacy Trainings;
- Supporting upgrades to the statewide developmental screening data base "Watch Me Grow";
- Creating a Public Awareness Campaign, in partnership with WMUR News 9, focusing on the importance of high quality early childhood programs; and
- Completing and publishing a comprehensive 5-year evaluation of Project LAUNCH activities.

Should Governor and Executive Council not authorize this Request, the performance measures listed above, for the five-year project, will not be met and the Department will be out of compliance with the federal agreement with SAMHSA, and funds in this contract could be rescinded.

The following performance measures/objectives will be used to measure the effectiveness of the amendment agreement:

- A written progress report of each project in the Amendment;
- 10% of the Statewide Young Child Wellness Council (Spark NH) will continue to be consumers/family members of the population in focus;
- 90% of the Spark NH council members will continue to report satisfaction with coordination of the council.

Area served: Statewide

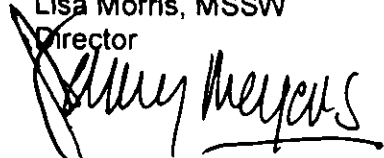
Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration (SAMSHA), CFDA 93.243, FAIN SM061289.

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

Respectfully submitted,



Lisa Morris, MSSW  
Director



Approved by: Jeffrey A. Meyers  
Commissioner

**New Hampshire Department of Health and Human Services  
Project LAUNCH – State Young Child Wellness Council**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Project LAUNCH – State Young Child Wellness Council**

This 1<sup>st</sup> Amendment to the Project LAUNCH – State Young Child Wellness Council contract (hereinafter referred to as "Amendment One") dated this Fourteenth (14<sup>th</sup>) day of August 14, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Early Learning, New Hampshire, (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 2 Delta Drive, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 24, 2016, ITEM #14, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Amend Form P-37, Block 1.8, to increase Price Limitation by \$181,975 from \$435,200 to read: \$617,175
2. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
3. Amend Form P-37, Block 1.10 to read 603-271-9246.
4. Delete Exhibit A in its entirety and replace with Exhibit A, Amendment #1.
5. Amend Budget to:
  - Add Exhibit B-4 Amendment #1 Budget
  - Add Exhibit B-5 Amendment #1 Budget

New Hampshire Department of Health and Human Services  
Project LAUNCH – State Young Child Wellness Council



This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

9/14/17  
Date

State of New Hampshire  
Department of Health and Human Services

Name: LISA MORRIS  
Title: DIRECTOR, DPHS

Early Learning New Hampshire

9/7/17  
Date

Name: Jackie Cowell  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 9/7/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace  
MARVELLEN SCHULE, Notary Public  
My Commission Expires August 3, 2021

My Commission Expires: \_\_\_\_\_

**New Hampshire Department of Health and Human Services**  
**Project LAUNCH – State Young Child Wellness Council**



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

**OFFICE OF THE ATTORNEY GENERAL**

Date 9/14/17

Name: [Signature]  
Title: Attorney General

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

**OFFICE OF THE SECRETARY OF STATE**

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Contractor Initials: [Signature]  
Date: 9/27/17



Exhibit A Amendment #1

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall coordinate activities of Spark NH, the State Young Child Wellness Council (SYCWC), which shall represent partnerships across disciplines and agencies that serve young children and their families in order to reduce gaps in services to children up to eight (8) years of age and their families. The Contractor shall ensure membership is comprised of:
  - 2.1.1. Families in the population of focus.
  - 2.1.2. Experts in a variety of fields that include, but are not limited to:
    - 2.1.2.1. Health.
    - 2.1.2.2. Public Health
    - 2.1.2.3. Child Welfare.
    - 2.1.2.4. Medicaid.
    - 2.1.2.5. Substance Misuse Prevention/Treatment.
    - 2.1.2.6. Early childhood education.
    - 2.1.2.7. Elementary education.
    - 2.1.2.8. Child Development (infants through 8 years of age).
    - 2.1.2.9. Mental Health
- 2.2. The Contractor shall facilitate a bi-monthly meeting of the SYCWC, which includes, but is not limited to:
  - 2.2.1. Notification of upcoming bi-monthly meetings of the SYCWC and the Department that includes the meeting agenda.
  - 2.2.2. Meeting minutes recorded and posted on the Spark NH website and available to the Department and all SYCW members within five (5) business days for review/edits/approvals.

*[Signature]*  
9/7/17



**Exhibit A Amendment #1**

- 
- 2.3. The Contractor shall work collaboratively with the Project LAUNCH pilot partners to assist in completing the Final 3-year written Sustainability Plan Due to the Department on June 30, 2018, and the systems building.
- 2.4. The Contractor shall promote a comprehensive coordinated early childhood system through collaborative work with key statewide partnering organizations that include, but are not limited to:
- 2.4.1. Maternal Infant Early Childhood Home Visiting (MIECHV) Program.
  - 2.4.2. Pyramid Model Consortium Statewide Team.
  - 2.4.3. The NH Children's Behavioral Health Collaborative.
  - 2.4.4. Early Childhood Community of Practice.
- 2.5. The Contractor shall ensure ongoing and continuous effective communication with the Department on all matters relating to this contract, which may include, but are not limited to:
- 2.5.1. Scheduled meetings.
  - 2.5.2. Telephone calls.
  - 2.5.3. Email correspondence.
  - 2.5.4. Other communications, as appropriate.
- 2.6. The Contractor shall plan and coordinate a professional development conference with a focus early childhood toxic stress, targeting businesses, pediatricians and other professionals that conduct early childhood developmental screenings. The Contractor shall:
- 2.6.1. Develop a written conference plan for Department approval that includes, but is not limited to:
    - 2.6.1.1. Conference agenda.
    - 2.6.1.2. Name and contact information of the key note speaker.
    - 2.6.1.3. Proposed venue.
    - 2.6.1.4. 'Save-the-date' notifications.
    - 2.6.1.5. Proposed conference evaluation forms.
  - 2.6.2. Provide logistical support with follow-up contacts to speakers, as needed, which shall include but not be limited to:
    - 2.6.2.1. Preparing and mailing paperwork to scheduled speakers, which includes but is not limited to:
      - 2.6.2.1.1. Attendance with the specific date, time, and location of the conference.
      - 2.6.2.1.2. Directions to the conference.
      - 2.6.2.1.3. Conflict of interest statements that must be signed and returned to the Department.

*[Signature]*  
9/7/17



**Exhibit A Amendment #1**

- 
- 2.6.2.1.4. Other information that may be required by the Department.
  - 2.6.2.2. Receiving, accepting and compiling conference registration forms.
  - 2.6.2.3. Securing meeting space and audiovisual equipment necessary for the conference.
  - 2.6.2.4. Coordinating refreshments in accordance with the United States Office of Management and Budget (OMB) guidelines.
  - 2.6.2.5. Providing sufficient volunteer and/or hired staff for the conference.
  - 2.6.3. Promote the scheduled conference by marketing the program, statewide, to:
    - 2.6.3.1. Pediatricians.
    - 2.6.3.2. Primary Care Providers.
    - 2.6.3.3. Other early childhood leaders.
  - 2.6.4. The Contractor shall evaluate the effectiveness of the conference by requesting guests to complete an evaluation form after the final scheduled event of the conference. The Contractor shall:
    - 2.6.4.1. Collect evaluation forms.
    - 2.6.4.2. Analyze overall results.
    - 2.6.4.3. Provide a final analysis to the Department.
  - 2.7. The Contractor shall develop, manage and evaluate a statewide media campaign with WMUR News 9, that promotes Project LAUNCH strategies and activities and other relevant early childhood statewide activities, and will target parents, early childhood professionals, pediatricians, nonprofit organizations and businesses statewide, utilizing materials available by the Department, the Pilot Site, SAMHSA, or other resources, approved by the Department. The Contractor shall:
    - 2.7.1. Create contents of the media campaign that include media developed in Section 2.7 above, as approved by the Department, which shall include, but is not limited to:
      - 2.7.1.1. Airing of two (2) thirty (30) second vignettes and three (3) ten (10) second vignettes over a four (4) month period.
      - 2.7.1.2. Facebook and Twitter posts.
    - 2.7.2. Ensure media placement activities are far reaching in the New Hampshire audience and include, but are not limited to:
      - 2.7.2.1. Seeking Department review and approval.
      - 2.7.2.2. Negotiating media placement rates.
      - 2.7.2.3. Invoicing media outlets and paying for media buys.
      - 2.7.2.4. Extending campaign reach after the paid media run ends by using vignettes in Facebook and Twitter posts and public services announcements as possible.

*[Signature]*  
9/7/17



**Exhibit A Amendment #1**

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- 2.7.3. In collaboration with the local pilot evaluator, obtain services from an Evaluation Consultant to complete the statewide portion of the five (5) year Project LAUNCH evaluation.
  - 2.7.4. Hire a Graphic Designer to professional design and print a minimum of three (3) physical copies of the final five (5) year evaluation and its findings of Project LAUNCH. One (1) copy must be provided to the Department.
  - 2.7.5. Provide coordination for four (4), "My Voice Matters", Parent Advocacy trainings including acquiring the facility, trainer and providing training material.
  - 2.7.6. The Contractor shall coordinate and obtain Consulting Services to include Technical Assistance and Trainings from the Pyramid Model Consortium. Services and Outcomes -shall include:
    - 2.7.6.1. Acquiring two (2) Consultants to provide two (2) face to face trainings for the NH Statewide Pyramid Model Team (SPMT).
    - 2.7.6.2. Obtaining and purchasing a facility that will support the space, size and audio visual needs of the Trainings.
    - 2.7.6.3. Ongoing technical assistance for six (6) months via FaceTime through the internet, phone calls and end emails that support the work of the NH SPMT.

**3. Staffing**

- 3.1. The Contractor shall notify the Department, in writing, when a new administrator, coordinator or essential staff is hired to perform contract activities within one (1) month of the individual's date of hire. The Contractor shall ensure notification includes, but is not limited to:
  - 3.1.1. Date of hire.
  - 3.1.2. Resume.
  - 3.1.3. Credentials, as appropriate.
- 3.2. The Contractor shall employ one (1), .5 FTE Young Child Wellness Partner (YCWP) who shall:
  - 3.2.1. Be the point of contact for the Department on all activities conducted by the Contractor.
  - 3.2.2. Attend or send a representative to attend the Manchester Young Child Wellness Council meetings at least two (2) times by June 30, 2018.
  - 3.2.3. Encourage State Council and committee members in the Manchester area to participate in the Manchester Young Child Wellness Council (MYCEC) and/or Sub-committees in order to support the work of the MYCWC.
  - 3.2.4. Coordinate activities with the Manchester Project LAUNCH Young Child Wellness Coordinator.
  - 3.2.5. Participate in Project LAUNCH Management Team Meetings facilitated by the Department, at a minimum of four (4) times per year.

*[Signature]*  
9/27/17



**Exhibit A Amendment #1**

- 
- 3.2.6. Coordinate and complete all required Department and SAMHSA written reports.
  - 3.2.7. Shall have the following minimum qualifications:
    - 3.2.7.1. A Master's Degree in Public Administration, Public Health, Social Work, Early Childhood Education, Law Degree or related field.
    - 3.2.7.2. Extensive knowledge and experience in leading statewide early childhood systems and policy development, integration of statewide systems that relate to early childhood systems, council/coalition building, public health models, project management and sustainability practices.
    - 3.2.7.3. Excellent writing, presentation, facilitation and public speaking skills.
    - 3.2.7.4. Experience providing professional development and training in the early childhood field.
    - 3.2.7.5. Ability to work with individuals and groups in a culturally and linguistically competent manner.
    - 3.2.7.6. Ability to engage, coordinate, collaborate and communicate with diverse groups of people in order to effectively achieve common goals.
    - 3.2.7.7. Excellent analytical ability to assess efficiency and effectiveness of early childhood systems and policy development.

**4. Reporting**

- 4.1. The Contractor shall provide reports to the Department which shall include, but are not limited to:
  - 4.1.1. Monthly narrative progress summary of the SYCWC, Committees and statewide collaborative groups that inform the work of Project LAUNCH, including but not limited to, the Early Childhood Community of Practice and public awareness activities no later than the 2<sup>nd</sup> Friday of the following month.
  - 4.1.2. Quarterly reports, which are due no later than ten (10) days after the close of the quarter, which shall include, but are not limited to:
    - 4.1.2.1. Progress toward achieving performance measures, which shall include but not be limited to:
      - 4.1.2.1.1. Data and Performance Measures to the Department for SAMHSA's SPARS Database:
      - 4.1.2.1.2. Progress of achieving performance measures during the current quarter.
      - 4.1.2.1.3. Barriers experienced to achieving performance measures during the current quarter.
      - 4.1.2.1.4. Written plan to address barriers identified in Section 4.1.2.1.3 during the following quarter.

*JK*  
09/27/17



Exhibit A Amendment #1

4.1.2.1.5. Brief summary of progress and challenges of statewide early childhood collaborative meetings/initiatives and how they inform the work of Project LAUNCH.

- 4.1.3. A Mid-Year Report, due no later than March 15<sup>th</sup>, and
- 4.1.4. An End of the Year report, due no later than October 15<sup>th</sup>, which includes but is not limited to:
  - 4.1.4.1. A narrative summary of the information reported in Section 4.1.
  - 4.1.4.2. A summary report on the performance measures in Section 5.
  - 4.1.4.3. Any new content as required by the Department or the Federal funding source.
  - 4.1.4.4. The final five (5) year professionally printed Project LAUNCH Evaluation Report due August 1, 2018.

**5. Performance Measures**

- 5.1. The Contractor shall meet or exceed the following performance measures:
  - 5.1.1. **Performance Measure #1:** Ten Percent (10%) of Spark New Hampshire Council/Statewide Young Child Wellness Council are consumers/family members of the population in focus.
  - 5.1.2. **Performance Measure #2:** Ninety Percent (90%) of Spark New Hampshire Council/Statewide Young Child Wellness Council members report satisfaction with coordination.

**6. Deliverables**

- 6.1. The Contractor shall have a Spark NH representative participate in the MYCWC meetings a minimum of twice a year.
- 6.2. The Contractor shall participate in a minimum of four (4) monthly status update telephone calls with the Department and the federal project officer, as described in Section 2.5.2.
- 6.3. The Contractor shall participate in a minimum of four (4) Project LAUNCH Management Team meetings per year, as described in Section 2.5.1.
- 6.4. The Contractor shall secure the conference venue, speakers and logistical support required for the conference described in Section 2.6 no later than April 1, 2018.
- 6.5. The Contractor shall ensure the conference described in Sections 2.6 is conducted no later than June 30, 2018.
- 6.6. The Contractor shall deliver conference evaluation results in Section 2.6 to the Department no later than fourteen (14) days after the conference completion date.
- 6.7. The Contractor shall ensure that the Public Awareness campaign with WMUR is completed no later than June 30, 2018.
- 6.8. The Contractor shall ensure that the four (4) "My Voice Matters" Parent Advocacy Trainings, as described in the plan submitted in Section 2.7.5, are completed no later than June 30, 2018.

*[Signature]*  
9/7/17



**Exhibit A Amendment #1**

- 
- 6.9. The Contractor shall ensure that the Pyramid Model Consortium Trainings and technical assistance is provided to the SPMST no later than June 30, 2018.
  - 6.10. The Contractor shall ensure that the Consulting services to Watch Me Grow Data Base Consultant has been provided by June 30, 2018.
  - 6.11. The Contractor shall ensure that the services for the Evaluation has been provided and paid by August 1<sup>st</sup> 2018.
  - 6.12. The Contractor shall ensure that the Graphic Designer for the five (5) year Project LAUNCH evaluation has delivered the final evaluations to the Department, Spark NH, and the Manchester Community Health Center by September 15, 2018.
  - 6.13. Annually, the Contractor shall develop and submit to the DHHS; a corrective action plan for any performance measure that was not achieved.

*[Handwritten Signature]*  
9/7/17

# EXHIBIT B-4 AMENDMENT #1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Early Learning NH

Budget Request for: Project LAUNCH - State Young Child Wellness Council  
(Name of RFP)

Budget Period: SFY 2018 (July 1, 2017 - June 30, 2018)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 41,993.50	\$ 4,199.35	\$ 46,192.85	
2. Employee Benefits	\$ 3,461.90	\$ 345.25	\$ 3,807.15	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (Carryover):	\$ -	\$ -	\$ -	
Toxic Stress Conference	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00	
PMC Trainings	\$ 30,000.00	\$ 3,000.00	\$ 33,000.00	
My Voice Matters	\$ 5,000.00	\$ 500.00	\$ 5,500.00	
WMG support	\$ 6,477.00	\$ 648.00	\$ 7,125.00	
Public Awareness Campaign	\$ 45,136.00	\$ 4,514.00	\$ 49,650.00	
<b>TOTAL</b>	<b>\$ 147,068.40</b>	<b>\$ 14,706.60</b>	<b>\$ 161,775.00</b>	

Indirect As A Percent of Direct

10.0%

Exhibit B-4 Amendment #1 Budget - SFY 2018

Contractor Initials: JL

Page 1 of 1

Date: 9/7/17

# EXHIBIT B-5 AMENDMENT #1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Early Learning NH

Budget Request for: Project LAUNCH - State Young Child Wellness Council  
(Name of RFP)

Budget Period: SFY 2019 (July 1, 2018 - September 30, 2018)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 10,498.37	\$ 1,049.81	\$ 11,548.18	
2. Employee Benefits	\$ 865.47	\$ 86.35	\$ 951.82	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (Carryover):	\$ -	\$ -	\$ -	
Evaluation Consultant	\$ 5,000.00	\$ 500.00	\$ 5,500.00	
Graphic Design Consultant	\$ 2,000.00	\$ 200.00	\$ 2,200.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 18,363.84</b>	<b>\$ 1,836.16</b>	<b>\$ 20,200.00</b>	

Indirect As A Percent of Direct

10.0%

Exhibit B-5 Amendment #1 Budget - SFY 2019

Contractor Initials: JK

Date: 9/7/17

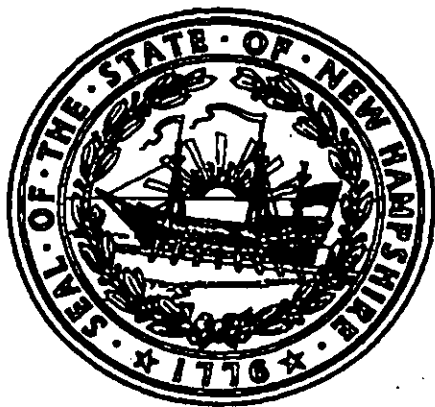
# State of New Hampshire

## 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 registered to transact business in New Hampshire on August 04, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 354392

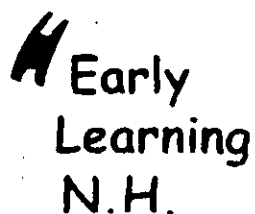


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of September A.D. 2017.

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

William M. Gardner  
Secretary of State



Two Delta Drive  
Concord, NH 03301  
phone (603) 226.7900  
fax (603) 226.7290

[www.earlylearningnh.org](http://www.earlylearningnh.org)

#### 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.

NH Business Partners  
for Early Learning

NH Child Care  
Association

Early Learning  
Investment Alliance

NH Family Child Care  
Association

Invest in Kids

## **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, 7 committees and 1 task force 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. Write grants and manage budgets.

**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.

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Early Learning NH - Spark NH

Name of Contract: Project LAUNCH - State Young Child Wellness Council

Laura Milliken	Director - Spark NH	\$85,701	49.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

Laura Milliken	Director - Spark NH	\$88,271	11.89%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			



Jeffrey A. Meyers  
Commissioner

Marcella J. Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



G&C APPROVED Item #14  
AUGUST 24, 2016  
*Beaulieu*

July 20, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with Early Learning NH (Vendor 159000-B001), Two Delta Dr. Concord, NH 03301 for the provision of services to complete a pilot program called Linking Actions for Unmet Needs in Children's Health (LAUNCH) in the Manchester area and for the provision of other early childhood comprehensive systems activities, statewide, in an amount not to exceed \$435,200 effective upon approval of Governor and Executive Council through September 30, 2018. 100% Federal Funding.

Funds to support this request are available in the following account in State Fiscal Year 2017, and anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

**05-95-90-902010-1299 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	Title	Activity Code	Amount
2017	102-500731	Contracts for Program Services	90002996	\$90,000
2018	102-500731	Contracts for Program Services	90002996	\$62,500
			<b>Subtotal:</b>	<b>\$152,500</b>

**05-95-90-902010-0831 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, HOME VISITING D89 COMPETITIVE GRANT**

Fiscal Year	Class	Title	Activity Code	Amount
2017	102-500731	Contracts for Program Services	90083100	\$282,700
			<b>Subtotal:</b>	<b>\$282,700</b>
			<b>Total:</b>	<b>\$435,200</b>

**EXPLANATION**

This agreement is **sole source** because during the grant application process, the Department was required to identify the organization that would be delivering Project LAUNCH services. Early Learning NH was identified as the project lead during the application process 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.

Early Learning New Hampshire is the fiscal agent for the Governor's designated Early Childhood Advisory Board. The Early Childhood Advisory Council, now known as Spark NH, was created by executive order September 7, 2011, by Governor John Lynch pursuant to federal mandate (Section 642B (b)(1) (A) stating "The Governor of the State shall designate or establish a council to serve as the State Advisory Council on Early Childhood Education and Care for children." Governor Lynch appointed a Steering Committee which defined the Early Childhood Advisory Council's mission, secured two federal stimulus grants, established functioning committees and task forces, selected the membership, and hired a director and support staff.

The federal funding provided the start of a unique opportunity to firmly establish an early childhood advisory council with the authority, attention, and capacity to provide strategic direction and strengthen coordination and collaboration among a wide array of early childhood services and programs across the State.

Since the establishment of this program Early Learning New Hampshire has developed partnerships at local and State levels, which have made them instrumental in the coordination of the State's comprehensive strategic plan for early childhood.

New Hampshire's Early Learning New Hampshire, as the designated Early Childhood Advisory Board, is charged with convening a grant-required Statewide Early Childhood Wellness Council whose purpose is to improve early childhood wellness, for children up to age eight (8), statewide.

The purpose of this agreement is to provide services necessary to complete the five-year federally funded pilot program, Project LAUNCH, in the Manchester pilot site. The vendor will utilize Project LAUNCH funds to create a more coordinated and collaborative early childhood system by increasing the quality and availability of early childhood and family services in the Manchester Project LAUNCH pilot site.

The vendor will work to eliminate barriers to services for families as well as eliminate any duplication of services provided to children and their families. The vendor has expertise in services that are available to children and their families across the spectrum of disciplines of health, mental health, education, development, substance misuse prevention, child welfare and Medicaid. Expertise in these areas enables the vendor to assist the Manchester pilot with eliminating duplication of services for families. The vendor will provide sustainability planning services to the pilot site in Manchester to ensure coordinated services continue beyond the availability of Project LAUNCH funding.

The contract includes language that requires the vendor to convene a statewide professional development conference on early childhood, as well as provide a minimum of two local trainings. The vendor will be implementing VROOM, which is an innovative, technology-based early childhood, parent education program, as well as managing a statewide media campaign entitled *Children: the Bedrock of the Granite State*, which focuses on Home Visiting Services provided by the Department through various contracts, statewide.

The vendor will also continue to provide statewide technical assistance in systems building and workforce development for early childhood professionals, statewide. Ongoing data collected by the vendor will allow Project LAUNCH to be expanded into other New Hampshire communities in need through future federal funding applications.

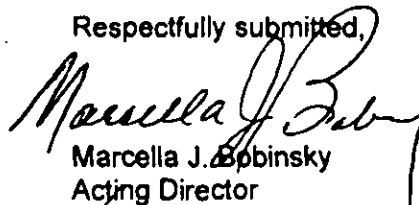
Should the Governor and Executive Council not approve this request, the Department would not be in compliance with the requirements of the federal Substance Abuse and Mental Health Services Administration (SAMSHA).

Area Served: Statewide, NH

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration (SAMSHA), CDFA 93.243, FAIN SM061289 and 100% Federal Funds from the Department of Health and Human Services, Health Resources and Services Administration (HRSA), Affordable Care Act (ACA) Maternal Infant and Early Childhood Home Visiting Program, CFDA 93.505, FAIN D89MC26361.

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

Respectfully submitted,

  
Marcella J. Bobinsky  
Acting Director

Approved by:

  
Jeffrey A. Meyers  
Commissioner


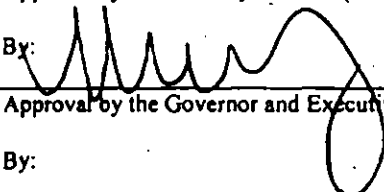
Subject: Project LAUNCH - State Young Child Wellness Council (SS-2017-DPHS-02-Proje)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Early Learning New Hampshire		1.4 Contractor Address 2 Delta Drive Concord, NH 03301	
1.5 Contractor Phone Number (603) 226-7900	1.6 Account Number 010-090-12990000-102-500731	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$435,200
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
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>MERRIMACK</u>  On <u>7/12/2016</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 <u>Marjellen Schule</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>MARJELLEN SCHULE - NOTARY PUBLIC</u>			
1.14 State Agency Signature <u>Marcella Bobinsky</u> Date: <u>7/20/16</u>		1.15 Name and Title of State Agency Signatory <u>Marcella Bobinsky, Acting Director</u>	
1.16 Approval by the NH. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <u></u> On: <u>Megan A. [unclear] Attorney 8/8/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

#### 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.



## **Exhibit A**

### **Scope of Services**

#### **1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

#### **2. Scope of Services**

- 2.1. The Contractor shall coordinate activities of Spark NH, the State Young Child Wellness Council (SYCWC), which shall represent partnerships across disciplines and agencies that serve young children and their families in order to reduce gaps in services to children up to eight (8) years of age and their families. The Contractor shall ensure membership is comprised of:
  - 2.1.1. Families in the population of focus.
  - 2.1.2. Experts in a variety of fields that include, but are not limited to:
    - 2.1.2.1. Health.
    - 2.1.2.2. Public Health
    - 2.1.2.3. Child Welfare.
    - 2.1.2.4. Medicaid.
    - 2.1.2.5. Substance Misuse Prevention/Treatment.
    - 2.1.2.6. Early childhood education.
    - 2.1.2.7. Elementary education.
    - 2.1.2.8. Child Development (infants through 8 years of age).
    - 2.1.2.9. Mental Health
- 2.2. The Contractor shall facilitate a bi-monthly meeting of the SYCWC, which includes, but is not limited to:
  - 2.2.1. Notification of upcoming bi-monthly meetings of the SYCWC and the Department that includes the meeting agenda.
  - 2.2.2. Meeting minutes recorded and posted on the Spark NH website and available to the Department and all SYCW members within five (5) business days for review/edits/approvals

*[Signature]*  
7/12/16

**New Hampshire Department of Health and Human Services  
Project LAUNCH – State Young Child Wellness Council**



- 2.3. The Contractor shall provide sustainability planning facilitation activities for the Manchester Young Child Wellness Council (MYCWC). Activities include, but are not limited to:
  - 2.3.1. Securing a venue for consultation.
  - 2.3.2. Coordinating refreshments in accordance with the United States Office of Management and Budget (OMB) guidelines.
  - 2.3.3. Providing technical assistance and sustainability activities using SAMHSA sustainability planning resources.
  - 2.3.4. Providing a final report to the Department, the Young Child Wellness Coordinator and the MYCWC that includes a summary of consulting activities and sustainability planning recommendations for the MYCWC.
- 2.4. The Contractor shall promote a comprehensive coordinated early childhood system through collaborative work with key statewide partnering organizations that include, but are not limited to:
  - 2.4.1. Early Childhood Comprehensive Systems Initiative.
  - 2.4.2. Maternal Infant Early Childhood Home Visiting Program.
  - 2.4.3. Department of Education Safe Schools Healthy Students and Project Aware Statewide Leadership Team.
  - 2.4.4. Department of Children Youth and Families Systems of Care statewide team.
  - 2.4.5. State Watch Me Grow.
  - 2.4.6. Pediatric Improvement Project.
  - 2.4.7. The NH Children's Behavioral Health Collaborative.
  - 2.4.8. Early Childhood Community of Practice.
- 2.5. The Contractor shall ensure ongoing and continuous effective communication with the Department on all matters relating to this contract, which may include, but are not limited to:
  - 2.5.1. Scheduled meetings.
  - 2.5.2. Telephone calls.
  - 2.5.3. Email correspondence.
  - 2.5.4. Other communications, as appropriate.
- 2.6. The Contractor shall plan and coordinate a professional development conference with a focus early childhood toxic stress, targeting pediatricians and other professionals that conduct early childhood developmental screenings. The Contractor shall:
  - 2.6.1. The Contractor shall develop a written conference plan for Department approval that includes, but is not limited to:
    - 2.6.1.1. Conference agenda.
    - 2.6.1.2. Name and contact information of the key note speaker.

*[Signature]*  
7/12/16

**New Hampshire Department of Health and Human Services  
Project LAUNCH – State Young Child Wellness Council**



- 2.6.1.3. Proposed venue.
- 2.6.1.4. 'Save-the-date' notifications.
- 2.6.1.5. Proposed conference evaluation forms.
- 2.6.2. Collaborate with the Manchester Young Child Wellness Coordinator to identify, contact and secure a key note speaker as well as other supporting speakers who have specialized knowledge and/or training on childhood toxic stress.
- 2.6.3. Provide logistical support with follow-up contacts to speakers, as needed, which shall include but not be limited to:
  - 2.6.3.1. Preparing and mailing paperwork to scheduled speakers, which includes but is not limited to:
    - 2.6.3.1.1. Attendance with the specific date, time, and location of the conference.
    - 2.6.3.1.2. Directions to the conference.
    - 2.6.3.1.3. Conflict of interest statements that must be signed and returned to the Department.
    - 2.6.3.1.4. Other information that may be required by the Department.
  - 2.6.3.2. Receiving, accepting and compiling conference registration forms.
  - 2.6.3.3. Securing meeting space and audiovisual equipment necessary for the conference.
  - 2.6.3.4. Coordinating refreshments in accordance with the United States Office of Management and Budget (OMB) guidelines.
  - 2.6.3.5. Providing sufficient volunteer and/or hired staff for the conference.
- 2.6.4. Promote the scheduled conference by marketing the program, statewide, to:
  - 2.6.4.1. Pediatricians.
  - 2.6.4.2. Primary Care Providers.
  - 2.6.4.3. Other early childhood leaders:
- 2.6.5. The Contractor shall evaluate the effectiveness of the conference by requesting guests, exhibitors and key note speakers complete an evaluation form prior to the final scheduled event of the conference. The Contractor shall:
  - 2.6.5.1. Collect evaluation forms.
  - 2.6.5.2. Analyze overall results.
  - 2.6.5.3. Provide a final analysis to the Department.
- 2.7. The Contractor shall provide Mind in the Making trainings that focus on the science of children's learning. The Contractor shall:

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**New Hampshire Department of Health and Human Services  
Project LAUNCH – State Young Child Wellness Council**



- 2.7.1. Promote the evidence based *Vroom Application*, which consists of early childhood educational activities, tools and a free phone application. The Contractor shall:
  - 2.7.1.1. Negotiate a discounted rate for mass printing of *Vroom* and *Mind in the Making* training materials.
  - 2.7.1.2. Develop public awareness materials, which may include, but are not limited to:
    - 2.7.1.2.1. Brochures.
    - 2.7.1.2.2. Magnets.
    - 2.7.1.2.3. Business cards.
    - 2.7.1.2.4. Posters.
- 2.7.2. Contact communities affiliated with SPARK NH's early learning community of practice to schedule at least two (2) *Vroom* related "Mind in the Making Institutes" trainings.
- 2.7.3. Conduct 'Mind in the Making' trainings, which shall include, but not be limited to:
  - 2.7.3.1. A minimum of three (3) guaranteed training slots for Department staff in each training.
  - 2.7.3.2. A minimum of five (5) guaranteed training slots for Maternal and Child Health funded home visiting agency staff in each training.
  - 2.7.3.3. A trainer.
  - 2.7.3.4. Participant registration for each training.
  - 2.7.3.5. Participant sign in sheets for the training.
  - 2.7.3.6. Sufficient training materials for all participants.
  - 2.7.3.7. Training is conducted over a three (3) day period.
  - 2.7.3.8. Each training can accommodate a minimum of twenty (20) participants, in addition to the three (3) slots for Department Staff and five (5) slots for Maternal and Child Health funded home visiting agency staff.
  - 2.7.3.9. Each participant is evaluated to determine if he/she meets certification standards.
  - 2.7.3.10. Each participant who meets certification standards is awarded a certificate of completion at the end of the training series.
- 2.7.4. Evaluate 'Mind in the Making' trainings. The Contractor shall:
  - 2.7.4.1. Create a survey for participant completion at the end of each training provided as described in Section 2.7.2. for Department approval.

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- 2.7.4.2. Ensure each individual attending a 'Mind in the Making Institutes' training completes the evaluation survey upon completion of the training.
- 2.7.4.3. Collect participant surveys and analyze results.
- 2.7.4.4. Provide survey analysis to the Department within five (5) days of completing trainings.
- 2.7.4.5. Update training activities to ensure training improvement based on evaluation results.
- 2.8. The Contractor shall develop, manage and evaluate a statewide media campaign for SPARK NH's "Children: the Bedrock of the Granite State" that emphasizes home visiting services and targets parents, early childhood professionals, nonprofit organizations and businesses, statewide, utilizing pre-existing materials available through the SPARK NH or other resources, as identified and approved by the Department. The Contractor shall:
  - 2.8.1. Establish placement of media developed in Section 2.8 above, as approved by the Department, which may include, but is not limited to:
    - 2.8.1.1. Radio.
    - 2.8.1.2. Print.
    - 2.8.1.3. Web.
    - 2.8.1.4. Mobile.
    - 2.8.1.5. Promotional social media postings.
    - 2.8.1.6. Out of home and community outreach.
  - 2.8.2. Ensure media placement activities are far reaching in the New Hampshire audience and include, but are not limited to:
    - 2.8.2.1. Preparing media buy plans for Department review and approval.
    - 2.8.2.2. Requesting proposals from media outlets for spot placements.
    - 2.8.2.3. Negotiating media placement rates to provide added value for each media buy.
    - 2.8.2.4. Invoicing media outlets and paying for media buys.
    - 2.8.2.5. Extending campaign reach after the paid media run ends by running public service announcements. The Contractor shall:
      - 2.8.2.5.1. Foster buy-in and a shared mission with all collaborators.
      - 2.8.2.5.2. Leverage both buy-in and mission to facilitate a change in systems where service providers view SPARK NH as a valuable referral resource.
      - 2.8.2.5.3. Ensure the campaign endures after the media buys cease by creating and printing enduring materials.

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including, but not limited to posters, brochures and displays.

2.8.2.6. Collaborating with community partners, as identified by the Department, to distribute media through their networks.

2.9. The Contractor shall provide technical assistance to a minimum of five (5) early childhood parental groups to enhance collaboration and advocacy skills that will enable the parental groups to provide quality input on early childhood systems and policies without duplicating efforts. The Contractor shall:

2.9.1. Plan a series of meetings for parental groups that will assist participants with collaboration and advocacy skills.

2.9.2. Secure a venue that is neutral to the childhood parental groups.

2.9.3. Promote meeting dates, times, and venues to ensure the widest audience possible.

2.9.4. Secure one (1) guest speaker from each parental group who shall provide information to the larger meeting regarding the parental group's interest in early childhood systems.

2.9.5. Ensure each meeting is conducive to the Spark NH Community of Practice/NH Listens initiative.

### 3. Staffing

3.1. The Contractor shall notify the Department, in writing, when a new administrator, coordinator or essential staff is hired to perform contract activities within one (1) month of the individual's hire. The Contractor shall ensure notification includes, but is not limited to:

3.1.1. Date of hire.

3.1.2. Resume.

3.1.3. Credentials, as appropriate.

3.2. The Contractor shall employ one .5 FTE Young Child Wellness Partner (YCWP) who shall:

3.2.1. Be the point of contact for the Department on all activities conducted by the Contractor.

3.2.2. Attend or send a representative to the Manchester Young Child Wellness Council meetings at least two times a year.

3.2.3. Encourage State Council and committee members in the Manchester area to participate in the Manchester Young Child Wellness Council (MYCEC) and/or Sub-committees in order to support the work of the MYCWC.

3.2.4. Coordinate activities with the Manchester Project LAUNCH Young Child Wellness Coordinator.

3.2.5. Participate in Project LAUNCH Management Team Meetings facilitated by the Department, at a minimum four (4) times per year.

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- 3.2.6. Coordinate and complete all required Department and SAMHSA written reports.
- 3.2.7. Has the following minimum qualifications:
  - 3.2.7.1. A Master's Degree in Public Administration, Public Health, Social Work, Early Childhood Education, Law Degree or related field.
  - 3.2.7.2. Extensive knowledge and experience in leading statewide early childhood systems and policy development, integration of statewide systems that relate to early childhood systems, council/coalition building, public health models, project management and sustainability practices.
  - 3.2.7.3. Excellent writing, presentation, facilitation and public speaking skills.
  - 3.2.7.4. Experience providing professional development and training in the early childhood field.
  - 3.2.7.5. Ability to work with individuals and groups in a culturally and linguistically competent manner.
  - 3.2.7.6. Ability to engage, coordinate, collaborate and communicate with diverse groups of people in order to effectively achieve common goals.
  - 3.2.7.7. Excellent analytical ability to assess efficiency and effectiveness of early childhood systems and policy development.

#### 4. Reporting

- 4.1. The Contractor shall provide reports to the Department that include, but are not limited to:
  - 4.1.1. Monthly narrative progress summary of the SYCWC, Committees and statewide collaborative groups that inform the work of Project LAUNCH, no later than the 2<sup>nd</sup> Friday of the following month.
  - 4.1.2. Quarterly reports, which are due no later than ten (10) days after the close of the quarter, that include, but are not limited to:
    - 4.1.2.1. Progress toward achieving performance measures, which shall include but not be limited to:
      - 4.1.2.1.1. Progress of achieving performance measures during the current quarter
      - 4.1.2.1.2. Barriers experienced to achieving performance measures during the current quarter.
      - 4.1.2.1.3. Written plan to address barriers identified in Section 4.1.2.1.1 during the following quarter.
      - 4.1.2.1.4. Data and Performance Measures for TRAC Database.
    - 4.1.2.2. Communication and collaboration activities between the SYCWC and the MYCWC.

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- 4.1.2.3. Brief summary of progress and challenges of statewide early childhood collaborative meetings/initiatives and how they inform the work of Project LAUNCH, which may include but are not limited to:
  - 4.1.2.3.1. Early Childhood Community of Practice.
  - 4.1.2.3.2. The Pediatric Improvement Project.
  - 4.1.2.3.3. The NH Children's Behavioral Health Collaborative.
  - 4.1.2.3.4. Vroom activities with Manchester Project LAUNCH.
  - 4.1.2.3.5. The Statewide Watch Me Grow.
  - 4.1.2.3.6. Early Childhood Community Practice
- 4.1.2.4. The names and dates of the Spark NH representative that attended the MYCWC meetings.
- 4.1.3. Mid-Year, due no later than March 15<sup>th</sup>, and End of Year reports, due no later than October 15<sup>th</sup>, which include but are not limited to:
  - 4.1.3.1. A narrative summary of the information reported in Section 4.1.
  - 4.1.3.2. A summary report on the performance measures in Section 5.
  - 4.1.3.3. Any new content as required by the Department or the Federal funding source.
  - 4.1.3.4. Narrative summary of Mind in the Making trainings described in Section 2.7, which includes but is not limited to the plan to address any barriers in the next six (6) months.
  - 4.1.3.5. Narrative summary of media placement activities described in Section 2.8 regarding the Children of the Bedrock State Media Campaign.

## 5. Performance Measures

- 5.1. The Contractor shall meet or exceed the following performance measures:
  - 5.1.1. **Performance Measure #1:** 10% Percent of Spark New Hampshire Council/Statewide Young Child Wellness Council are consumers/family members of the population in focus.
  - 5.1.2. **Performance Measure #2:** 90% Percent of Spark New Hampshire Council/Statewide Young Child Wellness Council members report satisfaction with coordination.

## 6. Deliverables

- 6.1. The Contractor shall have a Spark NH representative participate in the MYCWC meetings at least twice a year.
- 6.2. The Contractor shall provide a written plan to the Department that specifies the sustainability planning services that will be provided to the MYCWC, described in Section 2.3., no later than August 30, 2016.

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- 6.3. The Contractor shall ensure the sustainability planning services, as described in Section 2.3., are secured no later than September 30, 2016.
- 6.4. The Contractor shall ensure the sustainability services identified in the written plan in Section 6.2 are completed no later than December 30, 2016.
- 6.5. The Contractor shall participate in a minimum of four (4) monthly status update telephone calls with the Department and the federal project officer, as described in Section 2.5.2.
- 6.6. The Contractor shall participate in a minimum of four (4) Project LAUNCH Management Team meetings per year, as described in Section 2.5.1.
- 6.7. The Contractor shall provide a written plan for the conference activities described in Section 2.6 to the Department no later than August 30, 2016.
- 6.8. The Contractor shall secure the conference venue, speakers and logistical support required for the conference described in Section 2.6 no later than September 30, 2016.
- 6.9. The Contractor shall ensure the conference described in Section 2.6 is conducted no later than December 30, 2016.
- 6.10. The Contractor shall deliver conference evaluation results in Section 2.6 to the Department no later than fourteen (14) days from the contract completion date.
- 6.11. The Contractor shall ensure a minimum of two (2) Mind in the Making trainings are completed no later than June 30, 2017, in accordance with Section 2.7.
- 6.12. The Contractor shall ensure campaign materials and media buys described in Section 2.8 are in place no later than by March 31, 2017.
- 6.13. The Contractor shall purchase campaign materials, including, but not limited to a promotional banner as described in Section 2.8.
- 6.14. The Contractor shall provide a written plan for parental engagement meetings described in Section 2.9, which shall include the number of meetings that will be conducted through June 30, 2017, to the Department no later than 30 days from the contract effective date.
- 6.15. The Contractor shall ensure the series of parental engagement meetings, as described in the plan submitted in Section 6.13, are completed no later than June 30, 2017.

*[Signature]*  
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## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, in accordance with the budgets in Exhibit B-1 – Budget, Exhibit B-2 – Budget, and Exhibit B-3 – Budget for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.243, U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse and Mental Health Services Project of Regional and National Significance. FAIN #SM061289.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 3.2. The invoice must be submitted by mail or e-mail to:  
Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301  
  
dphscontractbilling@dhhs.state.nh.us
4. A final payment request shall be submitted no later than sixty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to budget line item adjustments in Exhibit B-1, B-2 and B-3 within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

*[Signature]*  
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Exhibit B-1 Budget

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

Bidder/Program Name: Early Learning New Hampshire

Budget Request for: Project LAUNCH

Budget Period: July 1 2016 through June 30 2017

Line Item	Total Program Cost			Contractor Share / Match			Funded by DSHS (please show)		
	Direct Incremental	Indirect Planned	Total	Direct Incremental	Indirect Planned	Total	Direct Incremental	Indirect Planned	Total
1. Total Salary/Wages	\$ 41,993.50	\$ 4,199.35	\$ 46,192.85	\$ -	\$ -	\$ -	\$ 41,993.50	\$ 4,199.35	\$ 46,192.85
2. Employee Benefits	\$ 3,491.80	\$ 349.18	\$ 3,840.98	\$ -	\$ -	\$ -	\$ 3,491.80	\$ 349.18	\$ 3,840.98
3. Consultants - State NH Liaison with Local Council	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 4,500.00	\$ 450.00	\$ 5,018.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 450.00	\$ 5,018.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 244,444.00	\$ 24,444.40	\$ 268,888.40	\$ -	\$ -	\$ -	\$ 244,444.00	\$ 24,444.40	\$ 268,888.40
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Meeting Costs - venue, audio visuals, handouts for ACEs and Toxic Stress Conference	\$ 13,700.00	\$ 1,300.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 13,700.00	\$ 1,300.00	\$ 15,000.00
14. Other (specific details mandatory): Incentives for Parent Leadership Initiative	\$ 8,000.00	\$ 800.00	\$ 8,800.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 800.00	\$ 8,800.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 341,188.40</b>	<b>\$ 31,844.88</b>	<b>\$ 373,033.28</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 341,188.40</b>	<b>\$ 31,844.88</b>	<b>\$ 373,033.28</b>

Indirect As A Percent of Direct

8.7%

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Exhibit B-2 Budget

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

Bidder/Program Name: Early Learning New Hampshire

Budget Request for: Project LAUNCH

Budget Period: July 1 2017 through June 30 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by 100% contract share		
	Direct Incremental	Indirect Planned	Total	Direct Incremental	Indirect Planned	Total	Direct Incremental	Indirect Planned	Total
1. Total Salary/Wages	\$ 41,983.50	\$ 4,198.35	\$ 46,181.85	\$ -	\$ -	\$ -	\$ 41,983.50	\$ 4,198.35	\$ 46,181.85
2. Employee Benefits	\$ 3,461.80	\$ 346.18	\$ 3,807.98	\$ -	\$ -	\$ -	\$ 3,461.80	\$ 346.18	\$ 3,807.98
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 46,445.30	\$ 4,644.53	\$ 51,089.83	\$ -	\$ -	\$ -	\$ 46,445.30	\$ 4,644.53	\$ 51,089.83
Indirect As A Percent of Direct 10.0%									

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Exhibit B-3 - Budget

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

Bidder/Program Name: Early Learning New Hampshire

Budget Request for: Project LAUNCH

Budget Period: July 1, 2015 through September 30, 2015

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 10,488.37	\$ 1,048.81	\$ 11,548.18	\$ -	\$ -	\$ -	\$ 10,488.37	\$ 1,048.81	\$ 11,548.18
2. Employee Benefits	\$ 885.47	\$ 88.55	\$ 974.02	\$ -	\$ -	\$ -	\$ 885.47	\$ 88.55	\$ 974.02
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify direct incremental)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 11,373.84	\$ 1,137.38	\$ 12,511.22	\$ -	\$ -	\$ -	\$ 11,373.84	\$ 1,137.38	\$ 12,511.22
Indirect As A Percent of Direct			10.0%						

*[Signature]*  
7/12/16



### SPECIAL PROVISIONS

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

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

*[Signature]*  
7/12/16



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

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

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

*[Signature]*  
7/2/16



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

*[Signature]*  
7/7/16



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

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7/12/16



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

*[Signature]*  
7/12/16



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to five (5) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

*[Signature]*  
Date 07/12/16



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

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

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

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

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

*[Signature]*  
7/12/16

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name:

7/12/16  
Date

Jackie Cowell  
Name: Jackie Cowell  
Title: Executive Director

7/12/16



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

7/12/16  
Date

Jackie Cowell  
Name: Jackie Cowell  
Title: Executive Director

7/12/16



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

7/12/16  
Date

Jackie Lowell  
Name: Jackie Lowell  
Title: Executive Director

JC  
7/12/16



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

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

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

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

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

Exhibit G

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

Contractor Initials

*[Signature]*  
5/12/16

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

7/12/16  
Date

Jackie Cowell  
Name: Jackie Cowell  
Title: Executive Director

Exhibit G

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

Contractor Initials JC



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

7/12/16  
Date

Jackie Cowell  
Name: Jackie Cowell  
Title: Executive Director

7/12/16



Exhibit I

**HEALTH INSURANCE PORTABILITY 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 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.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 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 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*[Handwritten Signature]*  
5/12/16



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- 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, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- 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) Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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

*[Signature]*  
7/12/16



Exhibit I

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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. 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.
- e. 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 (I). 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

*[Signature]*  
7/12/16



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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

3/2014

Contractor Initials

Date

*[Signature]*  
5/12/16



Exhibit I

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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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.

*[Signature]*  
7/12/16



Exhibit I

- 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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

TDHHS  
The State

Marcella Bobrowsky  
Signature of Authorized Representative

Marcella Bobrowsky  
Name of Authorized Representative

Acting Director  
Title of Authorized Representative

7-20-16  
Date

Early Learning New Hampshire  
Name of the Contractor

Jackie Cowell  
Signature of Authorized Representative

Jackie Cowell  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

7/12/16  
Date



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

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

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

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

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

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

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

Contractor Name:

7/12/16  
Date

Jackie Cornell  
Name: Jackie Cornell  
Title: Executive Director



**FORM A**

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

1. The DUNS number for your entity is: 825184158
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO \_\_\_\_\_ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____