



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
***DIVISION OF ECONOMIC & HOUSING STABILITY***

Jeffrey A. Meyers  
 Commissioner

Christine L. Santaniello  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9474 1-800-852-3345 Ext. 9474  
 Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 4, 2019

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 Economic & Housing Stability, to exercise a renewal option to a **sole source** agreement with Early Learning New Hampshire (Vendor #159000-B001), 2 Delta Drive, Concord, NH 03301, in order to continue oversight, management, administrative and project support for New Hampshire's Early Childhood Advisory Council, known as Spark NH, by increasing the price limitation by \$75,000 from \$300,000 to \$375,000 and by extending the contract completion date from December 31, 2019 to December 31, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

The agreement was originally approved by Governor and Executive Council on December 2, 2015, Item #17 and subsequently amended on December 7, 2016, (Item #8A) and December 20, 2017 (Item #11).

Funds are available in the following account in State Fiscal Years 2020 and 2021, with the authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

Fiscal Year	Class	Title	Activity Code	Current Amount	Increase/Decrease	Modified Budget
2016	102-500731	Contracts for Prgm Svcs	42117708	\$43,750	\$0	\$43,750
2017	102-500731	Contracts for Prgm Svcs	42117708	\$75,000	\$0	\$75,000

2018	102-500731	Contracts for Prgm Svcs	42117708	\$31,250	\$0	\$31,250
2018	102-500731	Contracts for Prgm Svcs	42117708	\$43,750	\$0	\$43,750
2019	102-500731	Contracts for Prgm Svcs	42117708	\$75,000	\$0	\$75,000
2020	102-500731	Contracts for Prgm Svcs	42117708	\$31,250	\$43,750	\$75,000
2021	102-500731	Contracts for Prgm Svcs	42117708	\$0	\$31,250	\$31,250
			Total	\$300,000	\$75,000	\$375,000

**EXPLANATION**

The request is **sole source** because New Hampshire's 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".

The purpose for this request is to continue oversight, management, administrative and project support for Spark NH. In addition, Spark NH will maintain focus on the following goals:

- Promote access to, and build commitment for quality early childhood programs and services.
- Foster public awareness of the importance of early childhood.
- Coordinate the development of a system for the integration and use of meaningful information about young children and their families.
- Coordinate the implementation of an integrated and comprehensive strategic plan for early childhood in New Hampshire.

Approximately 848 early child hood programs, with 8,000+ providers across the state along with the families they serve and other stakeholders, will be served between January 1, 2020 and December 31, 2020.

The original agreement, included language in Exhibit C-1, Revisions to Standard Contract Language, that allows the Department to renew the contract for up to four (4) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the remaining one (1) year. Following this renewal a new procurement will be issued for these services.

The contractor is currently coordinating the statewide efforts of Spark NH to impact the quality, quantity, access and affordability of early childhood programming including, but not limited to child care, early learning programs, provider/educator workforce development, preschool, children's physical/mental health and intervention services through outreach, education, collaborative projects, taskforces, among others. As a result the stakeholder

community including providers, parents, children, educators, funders, public/private educational institutions and government, among many others, have made significant strides in creating and implementing a statewide strategic plan to address the challenges, issues, and solutions required to have a comprehensive support system for ensuring young children are in a nurturing, safe and supportive environment, at home and out of their home, to grow and development and build school readiness skills. This has and will continue to be accomplished through Spark initiatives, grant applications, research projects, and professional development opportunities.

This Amendment will allow the Contractor to continue the oversight and coordination of the Spark NH efforts as defined above.

This Amendment will serve all of the early childhood care and education providers across the state, numbering over 8,000; serve all New Hampshire families of young children and inform/advise and inform other stakeholders including businesses, legislators, funders, social service and health providers.

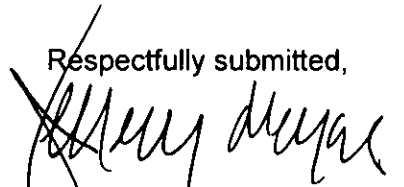
Should Governor and Executive Council not approve this request, the State will not be in compliance with Federal Law, "Head Start Collaboration; State Early Education and Care [42 U.S.C. 9837b] Sec. 642B(b)(1)(D) (i-iii)" and the State may not receive the funding needed for strategic planning, direction and strengthening of New Hampshire's early childhood infrastructure.

Area Served:           Statewide

Source of Funds:    100% Federal Funds

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Early Learning New Hampshire to Support Spark NH**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the  
Early Learning New Hampshire to Support Spark NH**

This 3<sup>rd</sup> Amendment to the Early Learning New Hampshire to Support Spark New Hampshire contract (hereinafter referred to as "Amendment #3"), 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 corporation 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 December 2, 2015, (Item #17), and subsequently amended on December 7, 2016, (Item #8A), and on December 20, 2017 (Item #11) 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, and Exhibit C-1 Revisions to General Provisions, Paragraph 3, the State may extend the term of the contract, modify the scope of work and the payment schedule of the contract by written agreement of the parties; 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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; 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:  
December 31, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$375,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Exhibit A, Amendment #2, Scope of Services, Section 2 Scope of Services, Subsection 2.2, Paragraph 2.2.1, Subparagraph 2.2.1.2, to read:  
2.2.1.2 1 part-time (20 hours per week) support staff.
6. Exhibit A, Amendment #2 Scope of Services, Section 2 Scope of Services, Subsection 2.2, Paragraph 2.2.4, to read:  
2.2.4 Submitting quarterly narrative reports, in a format approved by the Department, that specify

*[Handwritten Signature]*



**New Hampshire Department of Health and Human Services**  
**Early Learning New Hampshire to Support Spark NH**

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how contract obligations are being met;

7. Exhibit A, Amendment #2, Scope of Services, Section 2 Scope of Services, Subsection 2.4, Paragraph 2.4.1, Subparagraph 2.4.1.1 to read:
  - 2.4.1.1 Continuing to promote the shared definition of quality early childhood programs and services that was developed by the QRIS Taskforce and Spark Quality Committee and adopted by Spark NH; or as applicable, a revised definition of quality early childhood programs developed and adopted by the NH Department of Health & Human Services, the NH Department of Education and Spark NH as part of the State's early childhood integration work; and
8. Exhibit A, Amendment #2, Scope of Services, Section 2 Scope of Services, Subsection 2.4, Paragraph 2.4.5, to read:
  - 2.4.5 Working collaboratively with the Department to promote activities and processes that support common identified efforts, including but not limited to improving the lives of young children and their families, which involves:
    - 2.4.5.1. Providing representation on DEHS and DCYF committees related to improving the lives of young children and their families; and
    - 2.4.5.2 Promoting high quality training and forums, data collection and management for Spark NH events, including but not limited to:
      - 2.4.5.2.1 Registering and tracking all participants, as appropriate; and
      - 2.4.5.2.2 Issuing certificates to participants upon completion of each training or module, as appropriate.
9. Delete Exhibit B-5, Amendment #2, Budget in its entirety and replace with Exhibit B-5, Amendment #3, Budget.
10. Add Exhibit B-6 Amendment #3, Budget.



New Hampshire Department of Health and Human Services  
Early Learning New Hampshire to Support Spark NH

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

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

State of New Hampshire  
Department of Health and Human Services

12/4/19  
Date

Christine L. Santaniello  
Christine L. Santaniello  
Director, Division of Economic & Housing Stability

Early Learning New Hampshire

Dec 3, 2019  
Date

Shackie Cowell  
Name: Shackie Cowell  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NEW HAMPSHIRE County of MERRIMACK on DEC 3<sup>rd</sup> 2019, 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: \_\_\_\_\_  
MARYELLEN SCHULE, Notary Public  
My Commission Expires August 3, 2021



New Hampshire Department of Health and Human Services  
Early Learning New Hampshire to Support Spark NH

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

OFFICE OF THE ATTORNEY GENERAL

12/4/19  
Date

*Catherine Pinos*  
Name: CATHERINE PINOS  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

**EXHIBIT B-5  
AMENDMENT #3  
BUDGET**

New Hampshire Department of Health and Human Services

Contractor Name: Early Learning New Hampshire

Budget Request for: Early Learning NH to Support Spark NH

Budget Period: SFY 2020 Period: July 1, 2019, - June 30, 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 41,725.00	\$ -	\$ 41,725.00	
2. Employee Benefits	\$ 7,575.00	\$ -	\$ 7,575.00	
3. Consultants	\$ 3,000.00	\$ -	\$ 3,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 4,000.00	\$ -	\$ 4,000.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ 4,350.00	\$ -	\$ 4,350.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 800.00	\$ -	\$ 800.00	
Postage	\$ 50.00	\$ -	\$ 50.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 3,500.00	\$ -	\$ 3,500.00	
Insurance	\$ 3,000.00	\$ -	\$ 3,000.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
AmeriCorps VISTA	\$ -	\$ -	\$ -	
Meeting Costs	\$ 1,000.00	\$ -	\$ 1,000.00	
Indirect	\$ -	\$ 6,000.00	\$ 6,000.00	It is the practice of Early Learning NH to assess an 8-10% administrative cost to all grants. This covers costs to administer the grant.
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 69,000.00</b>	<b>\$ 6,000.00</b>	<b>\$ 75,000.00</b>	

Indirect As A Percent of Direct

8.7%

Exhibit B-5  
Amendment #3  
Budget

SS-2015-DCYF-03-EARLY-01-A03

CH/DHHS/011414

Page 1 of 1

Contractor Initials:

*[Handwritten Signature]*

Date:

*12/3/19*



Exhibit B-6, Amendment #3, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Early Learning New Hampshire

Budget Request for: Early Learning NH to Support Spark NH

Budget Period: SFY 2021 Period: July 1, 2020 - Dec 31, 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 18,337.50	\$ -	\$ 18,337.50	
2. Employee Benefits	\$ 3,787.50	\$ -	\$ 3,787.50	
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 2,000.00	\$ -	\$ 2,000.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ 2,175.00	\$ -	\$ 2,175.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 400.00	\$ -	\$ 400.00	
Postage	\$ 50.00	\$ -	\$ 50.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
AmeriCorps VISTA	\$ -	\$ -	\$ -	
Meeting Costs	\$ 500.00	\$ -	\$ 500.00	
Indirect	\$ -	\$ 2,500.00	\$ 2,500.00	It is the practice of Early Learning NH to assess an 8-10% administrative cost to all grants. This covers costs to administer the grant.
TOTAL	\$ 28,750.00	\$ 2,500.00	\$ 31,250.00	

Indirect As A Percent of Direct

8.7%

Exhibit B-5  
Amendment #3  
Budget

SS-2015-DCYF-03-EARLY-01-A03

Contractor Initials: JL

CH/DHHS/011414

Page 1 of 1

Date: 12/3/19

For DHHS use only

Maximum Funds Available - (DHHS program to enter total funds available)	\$ 31,250.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ -

SFY 2018	\$ 43,750.00
SFY 2019	\$ 75,000.00
SFY 2020	\$ 75,000.00
SFY 2021	\$ 31,250.00
TOTAL	\$ 225,000.00

# State of New Hampshire

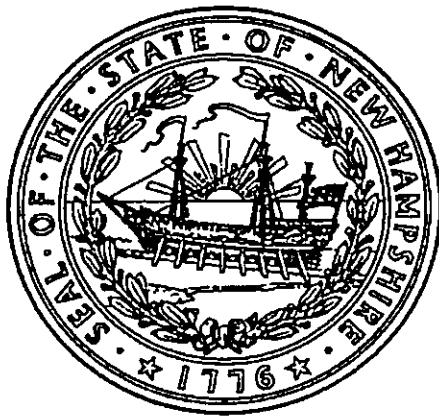
## Department of State

### 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: 0004570810



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of August A.D. 2019.

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

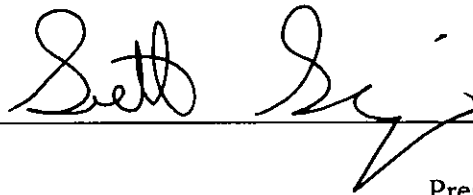
William M. Gardner  
Secretary of State

**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, January 29, 2019, the following vote was adopted and is in effect until January 31, 2020:

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 3<sup>rd</sup> day of December, 2019.

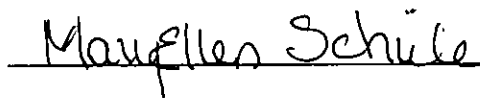


\_\_\_\_\_  
Scott Spradling  
President, Board of Directors  
Early Learning New Hampshire

State of NEW HAMPSHIRE

County of MERRIMACK

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of December, 2019 by Scott Spradling, known to me or satisfactorily proven, in his/her capacity as President of the Board of Directors of Early Learning NH.



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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/3/2019

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
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Early Learning NH 2 Delta Drive Concord NH 03301	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Philadelphia Insurance Co		23850
	<b>INSURER B:</b> Travelers		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

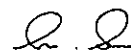
**COVERAGES**                      **CERTIFICATE NUMBER:** Master                      **REVISION NUMBER:**

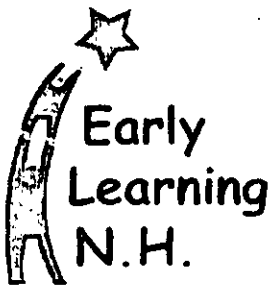
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADOL 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			PHPK195051	4/22/2019	4/22/2020	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
	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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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	Y/N	N/A	085K183547	4/22/2019	4/22/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							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****CANCELLATION**

NH DHHS 129 Pleasant Street Concord, NH 03301	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 Sevigny/LAH 



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, 2018 and 2017

**EARLY LEARNING NEW HAMPSHIRE**  
**Financial Statements**  
**For The Years Ended December 31, 2018 and 2017**

**TABLE OF CONTENTS**

<b>INDEPENDENT ACCOUNTANT'S REPORT .....</b>	<b>1 -2</b>
 <b>FINANCIAL STATEMENTS</b>	
<b>Statements of Financial Position .....</b>	<b>3</b>
<b>Statements of Activities .....</b>	<b>4 - 5</b>
<b>Statements of Functional Expenses .....</b>	<b>6</b>
<b>Statement of Cash Flows.....</b>	<b>7</b>
<b>Notes to Financial Statements .....</b>	<b>8 - 13</b>
<b>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 .....</b>	<b>14</b>

# 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

## 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, 2018 and 2017, 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, 2018 and 2017, 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 June 18th, 2019, 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  
June 18, 2019

**EARLY LEARNING NEW HAMPSHIRE**  
**Statements of Financial Position**  
**December 31, 2018 and 2017**

**ASSETS**

	<i>Total 2018</i>	<i>Total 2017</i>
<b><u>Current Assets</u></b>		
Cash	\$ 22,966	\$ 133,996
Cash Restricted by Grantors	50,253	253
Accounts Receivable	131,030	36,414
Prepaid Expenses	3,160	2,263
Total Current Assets	207,409	172,925
<b><u>Other Assets</u></b>		
Deposits	2,100	2,100
Total Other Assets	2,100	2,100
<b><u>Fixed Assets</u></b>		
Office Equipment, Computers	25,047	25,047
Accumulated Depreciation	(24,069)	(23,552)
Total Fixed Assets	978	1,495
<b>TOTAL ASSETS</b>	<b>\$ 210,487</b>	<b>\$ 176,520</b>

**LIABILITIES AND NET ASSETS**

<b><u>Current Liabilities</u></b>		
Accounts Payable	\$ 585	\$ 17,276
Current Portion of Capital Lease Obligations	574	574
Deferred Revenue	-	-
Accrued Expenses	17,685	13,780
Deposit	-	-
Payroll Taxes Payable	312	844
Total Current Liabilities	19,156	32,473
<b><u>Long Term Liabilities</u></b>		
Capital Lease Obligations, Net of Current Portion	\$ 96	\$ 718
<b><u>Net Assets</u></b>		
Without Donor Restrictions	140,982	143,077
With Donor Restrictions	50,253	253
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$210,487</b>	<b>\$176,520</b>

See Accompanying Notes and Accountant's Report

**EARLY LEARNING NEW HAMPSHIRE**  
**Statements of Activities**  
**For the Years Ended December 31, 2018**

	<i>Without Donor Retrictions</i>	<i>With Donor Retrictions</i>	<i>Total 2018</i>
<b><u>Revenue and Support</u></b>			
Contributions	\$ 826	\$ -	\$ 826
Foundation Grants	341,728	50,000	391,728
State Grants	284,757	-	284,757
Membership Dues	42,550	-	42,550
Program Service Revenue	21,862	-	21,862
Rental Income	-	-	-
Interest Income	7	-	7
In-kind Donations	-	-	-
Grants released from restriction	-	-	-
<b>TOTAL REVENUE AND SUPPORT</b>	<u>691,730</u>	<u>50,000</u>	<u>741,730</u>
<b><u>Expenses</u></b>			
<b><u>Program Services</u></b>			
Spark NH	338,012	-	338,012
Membership Services	205,984	-	205,984
Public Policy	50,587	-	50,587
<b>Total Program Services</b>	<u>594,583</u>	<u>-</u>	<u>594,583</u>
<b><u>Supporting Services</u></b>			
General & Administrative	71,995	-	71,995
Fund Development	17,477	-	17,477
Lobbying Expenses	9,769	-	9,769
<b>Total Supporting Services</b>	<u>99,241</u>	<u>-</u>	<u>99,241</u>
<b>TOTAL EXPENSES</b>	<u>693,824</u>	<u>-</u>	<u>693,824</u>
Increase (Decrease) in Net Assets	(2,094)	50,000	47,906
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>\$ 143,076</u>	<u>\$ 253</u>	<u>\$ 143,329</u>
Transfers During the Year	-	-	-
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 140,982</u>	<u>50,253</u>	<u>\$ 191,235</u>

See Accompanying Notes and Accountant's Report

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

	<u>Without Donor</u> <u>Retrictions</u>	<u>With Donor</u> <u>Retrictions</u>	<u>Total</u> <u>2017</u>
<b><u>Revenue and Support</u></b>			
Contributions	\$ 734	\$ -	\$ 734
Foundation Grants	288,883	-	288,883
State Grants	578,123	-	578,123
Membership Dues	470	-	470
Program Service Revenue	26,337	-	26,337
Rental Income	6,683	-	6,683
Interest Income	28	-	28
In-kind Donations	11,057	-	11,057
Grants released from restriction	286,486	(286,486)	-
<b>TOTAL REVENUE AND SUPPORT</b>	<u>1,197,862</u>	<u>(286,486)</u>	<u>911,376</u>
<b><u>Expenses</u></b>			
<b><u>Program Services</u></b>			
Spark NH	486,661	-	486,661
Membership Services	487,373	-	487,373
Public Policy	51,250	-	51,250
Total Program Services	<u>1,025,283</u>	<u>-</u>	<u>1,025,283</u>
<b><u>Supporting Services</u></b>			
General & Administrative	97,621	-	97,621
Fund Development	17,757	-	17,757
Lobbying Expenses	9,885	-	9,885
Total Supporting Services	<u>125,263</u>	<u>-</u>	<u>125,263</u>
<b>TOTAL EXPENSES</b>	<u>1,150,547</u>	<u>-</u>	<u>1,150,547</u>
Increase (Decrease) in Net Assets	47,315	(286,486)	(239,171)
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>\$ 95,761</u>	<u>\$ 286,739</u>	<u>\$ 382,500</u>
Transfers During the Year	-	-	-
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 143,077</u>	<u>253</u>	<u>\$ 143,330</u>

See Accompanying Notes and Accountant's Report

**EARLY LEARNING NEW HAMPSHIRE**  
**Statements of Functional Expenses**  
**For the Years Ended December 31, 2018**

	<u>Spark</u>	<u>Membership/ Mission Related</u>	<u>Public</u>	<u>Total</u>	<u>General &amp;</u>	<u>Fund</u>	<u>Lobbying</u>	<u>#REF!</u>	<u>2017</u>
	<u>NH</u>	<u>Services</u>	<u>Policy</u>	<u>Program</u>	<u>Management</u>	<u>Development</u>	<u>Expenses</u>	<u>Total</u>	<u>Total</u>
				<u>Services</u>				<u>Expenses</u>	<u>Expenses</u>
Direct Program Related Expense	99,322	86,419	-	185,741			-	185,741	614,356
Salaries and Wages	94,501	106,429	45,041	245,970	37,021	15,451	8,745	307,188	342,842
Payroll Taxes	7,852	8,843	3,742	20,437	3,076	1,284	727	25,524	29,109
Employee Benefits	-	1,621	1,496	3,117	2,244	623	249	6,234	9,936
Bookkeeping & Accounting	3,500	-	-	3,500	10,890	-	-	14,390	16,700
Professional Consulting & Legal	99,652	-	-	99,652	-	-	-	99,652	66,230
Conferences & Meetings	26,942	-	-	26,942	172	-	-	27,114	26,377
Telephone & Communications	600	2,506	308	3,414	1,369	118	47	4,949	4,827
Postage	-	49	-	49	23	-	-	72	295
Printing & Reproduction	2,217	75	-	2,292	658	-	-	2,950	251
Dues & Subscriptions	-	-	-	-	-	-	-	-	-
Office Expense	3,426	42	-	3,469	1,093	-	-	4,561	5,642
Marketing & Public Engagement	-	-	-	-	685	-	-	685	685
Other Expenses	-	-	-	-	150	-	-	150	157
Insurance	-	-	-	-	5,561	-	-	5,561	5,024
Occupancy	-	-	-	-	8,535	-	-	8,535	27,169
Total Expenses Before Depreciation	338,012	205,984	50,587	594,583	71,478	17,477	9,769	693,307	1,149,599
Depreciation Expense	-	-	-	-	517	-	-	517	948
<b>TOTALS</b>	<b>338,012</b>	<b>205,984</b>	<b>50,587</b>	<b>594,583</b>	<b>71,995</b>	<b>17,477</b>	<b>9,769</b>	<b>693,824</b>	<b>1,150,547</b>

See Accompanying Notes and Accountant's Report

**EARLY LEARNING NEW HAMPSHIRE**  
**Statement of Cash Flows**  
For the Years Ended December 31, 2018 and 2017

	<b>2018</b>	<b>2017</b>
<b>Cash Flows From Operating Activities</b>		
Increase (decrease) in net assets	\$ 47,906	\$ (239,171)
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities		
Depreciation	517	948
(Increase) decrease in accounts receivable	(94,616)	76,055
(Increase) decrease in deposits	-	-
(Increase) decrease in prepaid expenses	(898)	4,205
Increase (decrease) in deferred revenue	-	(835)
Increase (decrease) in accounts payable	(16,690)	(7,619)
Increase (decrease) in other accrued expenses	3,905	1,482
Increase (decrease) in deposit	-	-
Increase (decrease) in payroll taxes payable	(532)	348
	(108,314)	74,585
 Total adjustments		
 Net Cash Provided (Used) by Operating Activities	<b>\$ (60,408)</b>	<b>\$ (164,586)</b>
 <b>Cash Flows From Financing Activities</b>		
Repayment of Capital Lease Obligation	(622)	(526)
Net Cash Provided (Used) by Financing Activities	(622)	(526)
 <b>Cash Flows From Investing Activities</b>		
Plant & equipment purchases	-	-
Net Cash Provided (Used) by Investing Activities	-	-
 <b>NET CHANGE IN CASH AND CASH EQUIVALENTS AND RESTRICTED CASH</b>	<b>(61,030)</b>	<b>(165,112)</b>
 <b>CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, BEGINNING OF YEAR</b>	<b>133,996</b>	<b>299,360</b>
 <b>CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, END OF YEAR</b>	<b>\$ 72,966</b>	<b>\$ 134,249</b>

See Note 7 - Supplemental Cash Information

See Accompanying Notes and Accountant's Report

**EARLY LEARNING NEW HAMPSHIRE**  
**Notes to Financial Statements**  
**December 31, 2018 and 2017**

**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**

Early Learning New Hampshire considers all cash and highly liquid financial instruments with original maturities of three months or less, which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents. Cash and highly liquid financial instruments restricted to building projects, endowments that are perpetual in nature, or other long-term purposes are excluded from this definition.

**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.

**Accounts Receivable**

Accounts receivable consist primarily of amounts due for providing services under contracts. Early Learning of New Hampshire determines the allowance for uncollectable accounts receivable based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. At December 31, 2018 and 2017 the allowance for doubtful accounts was \$0.

**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.

**EARLY LEARNING NEW HAMPSHIRE**  
**Notes to Financial Statements**  
**December 31, 2018 and 2017**

**NOTE 1 - SIGNIFICANT ACCOUNTING PRINCIPLES CONTINUED**

**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.

**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, 2018 and 2017**

**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, 2018 and 2017 fixed assets consist of the following:

	2018	2017
Office Equipment, computers	\$25,047	\$25,047
Less: Accumulated Depreciation and Amortization	(24,069)	(23,552)
Furniture and Equipment, Net	\$ 978	\$1,495

The Organization has depreciation expense of \$517 and \$948 for the years ended December 31, 2018 and 2017, respectively. These amounts include amortization from capital leased assets.

**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 lease was amended in October 2017, the space rented was decreased and rent was lowered to \$700 per month. The lease was then extended in 2019 to expire June 30, 2022. The amount included as rent expense for the years ended December 31, 2018 and 2017 \$8,461 and \$26,743 respectively. This amount includes donated rent of \$0 and \$11,057, respectively. The lease commitments for future periods are:

**EARLY LEARNING NEW HAMPSHIRE**  
**Notes to Financial Statements**  
**December 31, 2018 and 2017**

2019	8,661
2020	8,794
2021	8,928
2022 and thereafter	4,530
	<u>\$30,913</u>

**NOTE 4 - CONCENTRATIONS**

Approximately 30% and 37% of the Organization's support was provided from a single State Grant for the year ended December 31, 2018 and December 31, 2017.

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, 2018 and 2017, respectively. Cash at this institution did not exceed Federally insured limits on December 31, 2018 and 2017 respectively.

**NOTE 5 - NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are restricted for the following purposes or periods for the year ended December 31, 2018 and 2017:

	2018	2017
Subject to expenditure for specified purpose		
UNH Watch Me Grow Grant	\$ 253	\$ 253
Endowment for Health Grant	<u>50,000</u>	<u>0</u>
Total	<u>\$50,253</u>	<u>\$ 253</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the years ended December 31, 2018 and 2017:

	2018	2017
Expiration of time restrictions	\$ 0	\$ 0
Satisfaction of purpose restrictions	<u>0</u>	<u>286,486</u>
Total	<u>\$ 0</u>	<u>\$ 286,486</u>

**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, 2018 and 2017, are as follows:

**2018**

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

**EARLY LEARNING NEW HAMPSHIRE**  
**Notes to Financial Statements**  
**December 31, 2018 and 2017**

**NOTE 6 - DONATED GOODS AND SERVICES CONTINUED**

<u>2017</u>	<u>Program Services</u>	<u>General &amp; Management</u>	<u>Total</u>
Rent	\$0	\$11,572	\$11,572
Direct Program Related Expense	0	0	0
Total	<u>\$0</u>	<u>\$11,572</u>	<u>\$11,572</u>

**NOTE 7 - SUPPLEMENTAL CASH INFORMATION**

	<u>2018</u>	<u>2017</u>
Noncash operating activities:		
Gifts of goods and services	\$0	\$11,057
Interest paid	\$0	\$0
Reconciliation to Cash and Cash Equivalents and Restricted Cash on the Statement of Financial Position:		
Cash and Cash Equivalents	\$22,966	\$133,996
Cash Restricted by Grantors	50,253	253
Cash and Cash Equivalents on the Statement of Cash Flows	<u>\$73,219</u>	<u>\$134,249</u>

**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.

	2018	2017
TOTAL MINIMUM LEASE PAYMENTS	\$ 670	\$ 1,291
LESS: INTEREST	-	-
PRESENT VALUE OF MINIMUM LEASE PAYMENTS	\$ 670	\$ 1,291
LESS: CURENT PORTION	(574)	(574)
LONG TERM PORTION OF CAPITAL LEASE	<u>\$ 96</u>	<u>\$ 717</u>

The net carrying value of assets under capitalized leases was \$978 and \$1,435 at December 31, 2018 and 2017 respectively.

**EARLY LEARNING NEW HAMPSHIRE**  
**Notes to Financial Statements**  
**December 31, 2018 and 2017**

**NOTE 8 – CAPITAL LEASE CONTINUED:**

The future payments for the capital lease are as follows at December 31, 2018:

	574
2019	96
2020	0
2021 and thereafter	\$670

**NOTE 9- LIQUIDITY AND AVAILABILITY**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	<u>2018</u>	<u>2017</u>
Cash	\$ 73,219	\$134,249
Accounts Receivable	131,030	36,414

Early Learning of New Hampshire is substantially supported by restricted contractual or grant payments which are all expected to expire within a twelve-month period. Because a contract's or grant's restrictions requires resources to be used in a particular manner or in a future period Early Learning New Hampshire must maintain sufficient resources to meet those responsibilities. As part of Early Learning of New Hampshire's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. As part of our liquidity management plan, we invest cash in excess of daily requirements in short-term investments, CDs, and money market funds.

**NOTE 10 - SUBSEQUENT EVENTS**

Management has evaluated subsequent events through June 18, 2019, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the year ended December 31, 2018. No additional disclosures were required.

**NOTE 11 - FUNCTIONAL EXPENSES**

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy, depreciation, and amortization, which are allocated on a square footage basis, as well as salaries and wages, benefits, payroll taxes, professional services, office expenses, information technology, interest, insurance, and other, which are allocated on the basis of estimates of time and effort.

# 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, 2018, 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 June 18<sup>th</sup>, 2019.

### **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**

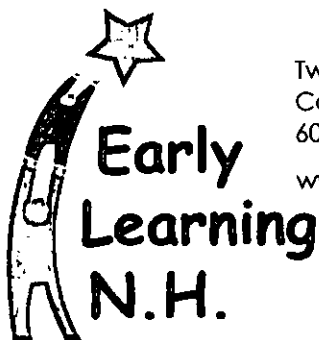
As part of obtaining reasonable assurance about whether Early Learning New Hampshire's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct 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  
June 18, 2019



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

## Board of Directors 2019

**Scott Spradling, President**  
*Former Political Director, WMUR-TV*  
President,  
The Spradling Group  
338 Lucas Road  
Manchester, NH 03109  
(603) 798-3996  
[scott@spradlinggroup.com](mailto:scott@spradlinggroup.com)

**Kathy Bogle Shields, Vice President**  
Vice Chair,  
Community College System of NH

**Thomas Raffio, Past President**  
*Former Chair, State Board of Education*  
President & CEO,  
Northeast Delta Dental  
One Delta Drive  
Concord, NH 03301  
(603) 223-1000  
[tomraffio@nedelta.com](mailto:tomraffio@nedelta.com)

**Janet Riel, Treasurer**  
Associate/Controller  
Nobis Engineering  
18 Chenell Drive  
Concord, NH 03301  
(603) 224-4182  
[jriel@nobiseng.com](mailto:jriel@nobiseng.com)

**Carolyn Benthien**  
Partner,  
Benthien Associates  
27 Shirley Park Road  
Goffstown, NH 03045  
(603) 660-2201  
[Carolyn@benthienassociates.com](mailto:Carolyn@benthienassociates.com)

**Dr. George Cushing**  
*Retired Superintendent of SAU 50*

**Katharine Eneguess**  
President,  
Magalloway Consultants and  
Animal Rescue League of NH

**AnnMarie French**  
Executive Director  
New Hampshire Fiscal Policy Institute  
64 North Main Street, 3<sup>rd</sup> Floor  
Concord, NH 03301  
(603) 856-8337  
[afrench@nhfpi.org](mailto:afrench@nhfpi.org)

**Chief Ryan Murdough**  
Chief of Police,  
Washington Police Department  
5 Halfmoon Pond Road  
Washington, NH 03280  
(603) 495-3294  
[rmurdough@washingtonnh.org](mailto:rmurdough@washingtonnh.org)

**Neal Scott**  
*Retired State Trooper*  
Owner,  
Neal Scott Photography

**Hon. Mary Jane Wallner**  
*Former Child Care Director*  
Chair, Finance Committee  
NH House of Representatives

## 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.

## KATHERINE A. BRISSETTE

20 Holt Street  
Concord, NH 03301  
(603) 498-8437  
kbrissette@live.com

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### *Experience*

**Deputy Director** Aug 2004 - Present  
EARLY LEARNING NH Concord, NH

Responsible for outreach, communications, support, and coalition management for Early Learning NH and its members.

- Plan and implement the annual professional development conference. Conference participation has increased by 500% in the past five years.
- Manage the 200+ members and membership programs of Early Learning NH including child care programs, corporate partnerships and community leaders.
- Facilitate monthly network meetings.
- Organize awards ceremony at the Office of the Governor and several public awareness events for business leaders and legislators.
- Produce and design annual newsletter and frequent email alerts.
- Supervise volunteers, interns and AmeriCorps VISTA members.

**Deputy Director** Aug 2014 - Present  
SPARK NH (NH Early Childhood Advisory Council) Concord, NH

- Assist a 20 person Council in their work to promote a comprehensive, coordinated, sustainable early childhood system that achieves positive outcomes for young children and their families.
- Coordinate work of Spark NH Committees and Task Forces including scheduling meetings, updating work plans, taking minutes, posting materials to the website.

**Part-time Administrative Coordinator** July 2009 - Present  
THE SEACOAST EARLY LEARNING ALLIANCE Portsmouth, NH

- Support ten Alliance members in their effort to effect positive change by working together to share administrative services, management and financial administration, while leveraging buying power and enhancing quality.
- Coordinate Alliance meetings and subsequent workgroup meetings including scheduling meetings and taking minutes.

**Consultant** Jan 2005 – Dec 2007  
THE NH WOMEN'S POLICY INSTITUTE Concord, NH

- Assisted with the development, publication, and promotion of the report *The Economic Status of Working Women in New Hampshire*.

**AmeriCorps VISTA** Aug 2003 – July 2004  
EARLY LEARNING NH Concord, NH

- Organized and supported the establishment of Early Learning NH, a merger of five early care and education organizations.
- Created an extensive membership database.
- Managed daily office operations.



**Field Coordinator**

Aug 2003 – April 2004 & May 2007 – Feb 2008

EVERY CHILD MATTERS EDUCATION FUND

Concord, NH

- Assisted with the non-partisan effort to elevate the visibility of children's issues leading up to the 2004 and 2008 presidential primaries.
- Researched and organized speaking opportunities and event participation.
- Developed a strong volunteer network.
- Assisted with the coordination of eight Presidential candidates forums dedicated to children's issues.
- Weekly conference calls with staff in Washington, DC.

**Intern**

Jan 2003 – May 2003

NH BUSINESS PARTNERS FOR EARLY LEARNING

Durham, NH

- Conducted research for several publications including New Hampshire's Child Care Challenge – Executive Summary & Final Report; Addressing New Hampshire's Child Care Challenge – Background; and Keeping New Hampshire's Child Care Providers Healthy – Final Report

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***Education***

**Bachelor of Arts, Psychology / Minor, French and Family Studies**

May 2003

THE UNIVERSITY OF NEW HAMPSHIRE

Durham, NH

***Governor's Task Force on STEM Education K-12***

***2016***

***Early Childhood Leadership Learning Exchange for Equity***

***2019***

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

**Contractor Name:** Early Learning NH to Support Spark NH

**Name of Contract:** Early Learning NH to Support Spark NH

<b>BUDGET PERIOD: SFY 20 Period: July 1, 2019 - June 30, 2020</b>				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Laura Milliken	Spark NH Director	\$93,647	6.14%	\$5,750.00
Katie Brissette	Spark NH Deputy Director	\$72,807	20.60%	\$15,000.00
Spark NH Support Staff		\$55,000	38.14%	\$20,975.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$41,725.00</b>

<b>BUDGET PERIOD: SFY 21 Period: July 1, 2020 - December 31, 2020</b>				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Laura Milliken	Spark NH Director	\$46,823.50	8.01%	\$3,750.00
Katie Brissette	Spark NH Deputy Director	\$36,403.50	13.73%	\$5,000.00
Spark NH Support Staff		\$27,500.00	34.86%	\$9,587.50
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$18,337.50</b>



Jeffrey A. Meyers  
Commissioner

Joseph E. Ribsam, Jr.  
Director

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

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

November 20, 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, Office of Human Services, Division for Children, Youth and Families to exercise a renewal option to a **sole source** contract with Early Learning New Hampshire (Vendor #159000-B001), 2 Delta Drive, Concord, NH 03301, in order to continue oversight, management, administrative and project support for New Hampshire's Early Childhood Advisory Council, known as Spark NH, by increasing the price limitation by \$150,000 from \$150,000 to an amount not to exceed \$300,000 and extending the contract completion date from December 31, 2017 to December 31, 2019, effective January 1, 2018.

The agreement was originally approved by Governor and Executive Council on December 2, 2015, Item #17 and subsequently amended on December 7, 2016, Item #8A. 100% Federal Funds

Funds to support this request are available in the following account in State Fiscal Year 2018 and State Fiscal Year 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget with the ability to adjust encumbrances between state fiscal years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

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

Fiscal Year	Class	Title	Activity Code	Current Amount	Increase/Decrease	Modified Budget
2016	102-500731	Contracts for Prgm Svcs	42117708	\$43,750		\$43,750
2017	102-500731	Contracts for Prgm Svcs	42117708	\$75,000		\$75,000
2018	102-500731	Contracts for Prgm Svcs	42117708	\$31,250		\$31,250
2018	102-500731	Contracts for Prgm Svcs	42117708		\$43,750	\$43,750
2019	102-500731	Contracts for Prgm Svcs	42117708		\$75,000	\$75,000
2020	102-500731	Contracts for Prgm Svcs	42117708		\$31,250	\$31,250
			Total	\$150,000	\$150,000	\$300,000

### EXPLANATION

This request to amend the contract is **sole source** because New Hampshire's 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 services and programs.

The purpose of this amendment is to continue oversight, management, administrative and project support for Spark NH. In addition, Spark NH will maintain focus on the following goals:

- Promote access to, and build commitment for quality early childhood programs and services.
- Foster public awareness of the importance of early childhood.
- Coordinate the development of a system for the integration and use of meaningful information about young children and their families.
- Coordinate the implementation of an integrated and comprehensive strategic plan for early childhood in New Hampshire.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to four (4) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Division previously exercised one (1) year of this renewal option and is currently exercising two (2) years of the remaining three (3) year renewal option, after which there will be a one (1) year renewal option remaining.

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 approve this request, the State will not be in compliance with Federal Law, "Head Start Collaboration; State Early Education and Care [42 U.S.C. 9837b] Sec. 642B(b)(1)(D) (i-iii)" and the State may not receive the funding needed for strategic planning, direction and strengthening of New Hampshire's early childhood infrastructure.


Area Served:           Statewide

Source of Funds:      100% Federal Funds

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

Respectfully submitted,

  
for Joseph E. Ribsam, Jr.  
Director

Approved by:   
Jeffrey A. Meyers  
Commissioner

**New Hampshire Department of Health and Human Services  
Early Learning New Hampshire to Support Spark NH**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Early Learning New Hampshire to Support Spark NH**

This 2nd Amendment to the Early Learning New Hampshire to Support Spark New Hampshire contract (hereinafter referred to as "Amendment Two") dated this 17 day of November, 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 corporation 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 December 2, 2015, ITEM #17, and subsequently amended on December 7, 2016, ITEM #8A, 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 extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, and for the continued oversight, management, administrative and project support to the New Hampshire's Early Childhood Advisory Council known as Spark NH;

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 1.7, to read:  
December 31, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by:  
\$150,000 from \$150,000 to read: \$300,000.
3. Amend Form P-37, Block 1.9, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read:  
603-271-9330.
5. Delete Exhibit A in its entirety and replace with Exhibit A Amendment #2.
6. Amend Budget to:
  - Add Exhibit B-3 Amendment #2 Budget
  - Add Exhibit B-4 Amendment #2 Budget
  - Add Exhibit B-5 Amendment #2 Budget

*[Handwritten Signature]*  
11/30/17



New Hampshire Department of Health and Human Services  
Early Learning New Hampshire to Support Spark NH

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

10/05/2017  
Date

for Robert E. Boisvert  
Joseph E. Ribsam, Jr.  
Director, Division for Children, Youth and Families

Early Learning New Hampshire

11/30/17  
Date

Jacquelyn Powell  
Name: Jacquelyn Powell  
Title: Executive Director

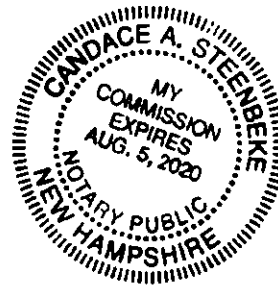
Acknowledgement of Contractor's signature:

State of New Hampshire, County of Belknap on 11/30/2017, 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.

Candace A. Steenbeke  
Signature of Notary Public or Justice of the Peace

Candace Steenbeke  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 08/05/2020



New Hampshire Department of Health and Human Services  
Early Learning New Hampshire to Support Spark NH



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

OFFICE OF THE ATTORNEY GENERAL

Date 12/6/17

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: \_\_\_\_\_





## 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.
- 1.3. 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.

### 2. Scope of Services

- 2.1. The Contractor shall provide all aspects of monitoring and implementation of the goals listed in Section 2.1.1 – 2.1.4; as well as provide oversight, management, administrative and project support to Spark NH, New Hampshire's Early Childhood Advisory Council (formed by Executive Order on September 7, 2011) so that Spark NH can maintain its focus on the following goals:
  - 2.1.1. Promote access to and build commitment for quality early childhood programs and services;
  - 2.1.2. Foster public awareness of the importance of early childhood;
  - 2.1.3. Increase statewide access to data on the well-being of New Hampshire's children.
  - 2.1.4. Coordinate the work of Spark NH Council and the Executive, Workforce and Professional Development, Policy, Data, and Evaluation Committees and evaluate the effectiveness of their work.
- 2.2. Contractor shall establish and/or maintain an administrative and fiscal capacity to plan, coordinate, monitor, and evaluate a multi-component initiative to ensure progress is made toward the goals listed in Section 2.1.1 – 2.1.4. This will include, but not be limited to the Contractor:
  - 2.2.1. Ensuring project staff shall be comprised of:



Exhibit A Amendment #2

- 2.2.1.1. 1 full-time (40 hours per week) Spark NH Director;
  - 2.2.1.2. 1 part-time (20 hours per week) Americorps VISTA; and
  - 2.2.1.3. 1 FTE (40 hours per week), in Administrative Assistance.
  - 2.2.2. Providing adequate project administration to ensure staff oversight, the quality of services, and contract and fiscal accountability;
  - 2.2.3. Submitting monthly spreadsheets for reimbursement that track funds expended and remaining within each of the line items/targeted initiatives, along with expenditure detail;
  - 2.2.4. Submitting quarterly narrative reports, in a format approved by the Child Development Bureau, of how the contract obligations are being met;
  - 2.2.5. Maintaining a project office (with necessary equipment, supplies, and telecommunications);
  - 2.2.6. Ensuring access to meeting facilities and technologies that support participation from all regions of the state;
  - 2.2.7. Utilizing various settings for events by having access to quality, low-cost spaces; and
  - 2.2.8. Maintaining or creating partnerships with agencies throughout the state to further increase the ability to coordinate services in diverse geographic areas.
- 2.3. The Contractor shall support Spark NH to maintain a management system for the administration, documentation, tracking, reporting, delivery, and evaluation of progress toward the goals listed in Section 2.1.1 – 2.1.4.
- 2.3.1. All reporting and tracking shall be transparent and posted for public view on the Spark NH website with thirty (30) days of meeting/finalization of reports.
  - 2.3.2. The Contractor shall demonstrate an annual participation rate of fifty-one percent (51%) or better among Spark NH council members by documenting and reporting on attendance.
- 2.4. The Contractor shall support Spark NH to coordinate and facilitate the work of the Executive, Workforce and Professional Development, Policy, Data, and Evaluation Committees, which support the goals of Spark NH as listed in Section 2.1.1 – 2.1.4, and are carried out in projects/events/programs/meetings that include, but are not limited to:
- 2.4.1. Promoting access to, and building commitment for quality early childhood programs and services by:
    - 2.4.1.1. Continuing to promote the shared definition of quality early childhood programs and services that was developed by the QRIS Task Force and Spark Quality Committee and adopted by Spark NH; and
    - 2.4.1.2. Continuing to coordinate and promote through public awareness, cross-sector collaboration for timely identification of child and family needs.



Exhibit A Amendment #2

- 2.4.2. Fostering public awareness of the importance of early childhood by:
  - 2.4.2.1. Continuing to develop and disseminate common messages to communicate the need for quality early childhood programs and services, and the need for a sustainable comprehensive early childhood system; and
  - 2.4.2.2. Continuing to develop, disseminate and manage communication mechanisms such as:
    - 2.4.2.2.1. The website;
    - 2.4.2.2.2. Social media;
    - 2.4.2.2.3. Publications;
    - 2.4.2.2.4. Banners; and
    - 2.4.2.2.5. Presentations.
- 2.4.3. Increase statewide access to data on the well-being of New Hampshire's children by:
  - 2.4.3.1. Maintaining and updating the Spark NH data display on the Spark NH website; and
  - 2.4.3.2. Promoting the Spark NH data display by developing and disseminating additional materials based on the data.
- 2.4.4. Coordinate the work of Spark NH Council and the Executive, Workforce and Professional Development, Policy, Data, and Evaluation Committees and evaluate the effectiveness of their work by:
  - 2.4.4.1. Coordinating cross-sector collaboration among early learning and development, health care and family leadership and stakeholders; and
  - 2.4.4.2. Supporting committees to apply an equity lens to the work of each specific committee.
- 2.4.5. Working collaboratively with the Division for Children, Youth and Families to promote activities and processes that support common identified efforts, including but not limited to, improving the lives of young children and their families, which involves:
  - 2.4.5.1. Maintaining the Professional Opportunities, Resources, Training and Links (PORTAL) web page on the Spark NH website;
  - 2.4.5.2. Providing representation on DCYF committees related to improving the lives of young children and their families; and
  - 2.4.5.3. Promoting high quality training and forums, data collection and management for Spark NH events including:
    - 2.4.5.3.1. Registering and tracking all participants, as appropriate; and,
    - 2.4.5.3.2. Issuing certificates upon completion of each training and/or module as appropriate.



Exhibit A Amendment #2

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- 2.5. The Contractor shall participate in four (4) meetings with the Spark NH Director and Executive Committee comprised of five (5) to eight (8) members representing DHHS, DOE and private non-profit early childhood agencies with the following objectives:
- 2.5.1. Ensure all contract obligations are being met consistently;
  - 2.5.2. Review the Spark NH strategic plan quarterly to monitor and approve committee work plans and timelines; and
  - 2.5.3. Review spreadsheets showing program and revenues and expenditures.
- 2.6. Contractor shall increase long-term sustainability of Spark NH by leveraging resources to support Spark NH operations and projects including, but not limited to:
- 2.6.1. Pursuing other revenue sources to support workforce development efforts; and
  - 2.6.2. Developing strategic partnerships with funders and businesses in New Hampshire.

**EXHIBIT B-3  
AMENDMENT #2 BUDGET**

New Hampshire Department of Health and Human Services

Contractor Name: Early Learning New Hampshire

Budget Request for: Early Learning NH to Support Spark NH  
(Name of RFP)

Budget Period: SFY 18 Period: January 1, 2018 - June 30, 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 18,387.50	\$ -	\$ 18,387.50	
2. Employee Benefits	\$ 3,787.50	\$ -	\$ 3,787.50	
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 2,000.00	\$ -	\$ 2,000.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ 2,175.00	\$ -	\$ 2,175.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 400.00	\$ -	\$ 400.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 3,500.00	\$ -	\$ 3,500.00	
Insurance	\$ 3,000.00	\$ -	\$ 3,000.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
AmenCorps VISTA	\$ 5,000.00	\$ -	\$ 5,000.00	
Meeting Costs	\$ 500.00	\$ -	\$ 500.00	
Indirect	\$ -	\$ 3,500.00	\$ 3,500.00	It is the practice of Early Learning NH to assess an 8-10% administrative cost to all grants. This covers costs to administer the grant.
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 40,250.00</b>	<b>\$ 3,500.00</b>	<b>\$ 43,750.00</b>	

Indirect As A Percent of Direct

8.7%

Exhibit B-3 Amendment #2 Budget - SFY 2018

Contractor Initials:     

Date: 11/30/17

**EXHIBIT B-4  
AMENDMENT #2 BUDGET**

New Hampshire Department of Health and Human Services

Contractor Name: Early Learning New Hampshire

Budget Request for: Early Learning NH to Support Spark NH  
(Name of RFP)

Budget Period: SFY 2019 Period: July 1, 2018 - June 30, 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 36,725.00	\$ -	\$ 36,725.00	
2. Employee Benefits	\$ 7,575.00	\$ -	\$ 7,575.00	
3. Consultants	\$ 3,000.00	\$ -	\$ 3,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 4,000.00	\$ -	\$ 4,000.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ 4,350.00	\$ -	\$ 4,350.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 800.00	\$ -	\$ 800.00	
Postage	\$ 50.00	\$ -	\$ 50.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 3,500.00	\$ -	\$ 3,500.00	
Insurance	\$ 3,000.00	\$ -	\$ 3,000.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
AmeriCorps VISTA	\$ 5,000.00	\$ -	\$ 5,000.00	
Meeting Costs	\$ 1,000.00	\$ -	\$ 1,000.00	
Indirect	\$ -	\$ 6,000.00	\$ 6,000.00	It is the practice of Early Learning NH to assess an 8-10% administrative cost to all grants. This covers costs to administer the grant.
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 69,000.00</b>	<b>\$ 6,000.00</b>	<b>\$ 75,000.00</b>	

Indirect As A Percent of Direct

8.7%

Exhibit B-4 Amendment #2 Budget - SFY 2019

Contractor Initials:                     

Date:                     

                      
11/30/17

**EXHIBIT B-5  
AMENDMENT #2 BUDGET**

New Hampshire Department of Health and Human Services

Contractor Name: Early Learning New Hampshire

Budget Request for: Early Learning NH to Support Spark NH  
(Name of RFP)

Budget Period: SFY 2020 Period: July 1, 2019 - December 31, 2019

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 18,337.50	\$ -	\$ 18,337.50	
2. Employee Benefits	\$ 3,787.50	\$ -	\$ 3,787.50	
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 2,000.00	\$ -	\$ 2,000.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ 2,175.00	\$ -	\$ 2,175.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 400.00	\$ -	\$ 400.00	
Postage	\$ 50.00	\$ -	\$ 50.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
AmeriCorps VISTA	\$ -	\$ -	\$ -	
Meeting Costs	\$ 500.00	\$ -	\$ 500.00	
Indirect	\$ -	\$ 2,500.00	\$ 2,500.00	It is the practice of Early Learning NH to assess an 8-10% administrative cost to all grants. This covers costs to administer the grant.
<b>TOTAL</b>	<b>\$ 28,750.00</b>	<b>\$ 2,500.00</b>	<b>\$ 31,250.00</b>	

Indirect As A Percent of Direct

8.7%

Exhibit B-5 Amendment #2 Budget - SFY 2020

Contractor Initials: 

Date: 11/30/17



Item # 8A  
G & C Approved  
12-07-2016

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES**

Jeffrey A. Meyers  
Commissioner

Maureen Ryan  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 21, 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, Office of Human Services, Division for Children, Youth and Families to exercise a renewal option to an existing **sole source** agreement with Early Learning New Hampshire (Vendor #159000-B001), 2 Delta Drive, Concord, NH 03301, for the continuation of oversight, management, administrative and project support to New Hampshire's Early Childhood Advisory Council currently known as Spark NH, by increasing the price limitation by \$75,000 from \$75,000 to \$150,000 and extending the contract completion date from December 31, 2016 to December 31, 2017, effective January 1, 2017. The original agreement was approved by Governor and Executive Council on December 2, 2015 (item #17). 100% Federal Funds

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 ability to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified, without further approval from Governor and Executive Council.

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

Fiscal Year	Class	Title	Activity Code	Current Amount	Increase/Decrease	Modified Budget
2016	102-500731	Contracts for Prgm Svcs	42117708	\$43,750		\$43,750
2017	102-500731	Contracts for Prgm Svcs	42117708	\$31,250	\$43,750	\$75,000
2018	102-500731	Contracts for Prgm Svcs	42117708		\$31,250	\$31,250
			Total	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$150,000</b>

**EXPLANATION**

The purpose of this amendment is for the continuation of oversight, management, administrative and project support to Spark NH. In addition, Spark NH can maintain focus on the following goals: promote access to and build commitment for quality early childhood programs and services; foster public awareness of the importance of early childhood; coordinate the development of a system for the integration and use of meaningful information about young children and their families;



coordinate the implementation of an integrated and comprehensive strategic plan for early childhood in New Hampshire.

New Hampshire's 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.

This agreement includes language that reserves the Division's right to renew the contract for up to four additional years subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council. The Division is satisfied with the services provided by the Contractor in the oversight of Spark NH, where Spark NH is meeting their goals and developing a successive Strategic Plan to extend the efforts and reach of those goals.

Should Governor and Executive Council not approve this request the State would not be in compliance with Federal Law "Head Start Collaboration; State Early Education and Care [42 U.S.C. 9837b] Sec. 642B(b)(1)(D) (i-iii)" and the State would not receive the funding needed for strategic planning, direction and strengthening of New Hampshire's early childhood infrastructure.


Area Served:           Statewide

Source of Funds:    100% Federal Funds

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

Respectfully submitted,

  
Maureen U. Ryan  
Director

Approved by:   
Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Early Learning New Hampshire to Support Spark NH**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Early Learning New Hampshire to Support Spark NH**

This 1st Amendment to the Early Learning New Hampshire to Support Spark NH contract (hereinafter referred to as "Amendment #1") dated this, 7th day of November 2016 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 corporation with a place of business 2 Delta Drive, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 2, 2015 (item #17), 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 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for four (4) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to extend the Contract for one year; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:  
December 31, 2017
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$150,000
3. Delete Exhibit A, Scope of Services
4. Add Exhibit A, Amendment #1



New Hampshire Department of Health and Human Services  
Early Learning New Hampshire to Support Spark NH

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

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

State of New Hampshire  
Department of Health and Human Services

11/22/16  
Date

Micelle Ryan  
NAME  
TITLE

Early Learning New Hampshire

11/17/16  
Date

Katharine Bogle Shields  
NAME KATHARINE BOGLE SHIELDS  
TITLE VICE CHAIR

Acknowledgement:

State of NEW HAMPSHIRE, County of MERRIMACK on Nov 17 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Maryellen Schule - Notary  
Name and Title of Notary or Justice of the Peace

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

**New Hampshire Department of Health and Human Services  
Early Learning New Hampshire to Support Spark NH**



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

OFFICE OF THE ATTORNEY GENERAL

11/23/16  
Date

*Thomas Bodwell*  
Name:  
Title:

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

### Scope of Services

#### 1. Provision Applicable to all Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to person 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.
- 1.3. For the purpose of this Contract, any reference to days shall mean consecutive calendar days.

#### 2. Services to Be Provided

- 2.1. The Contractor shall provide all aspects of monitoring and implementation of the goals listed in Section 2.1.1 – 2.1.5; as well as provide oversight, management, administrative and project support to Spark NH, New Hampshire's Early Childhood Advisory Council (formed by Executive Order on September 7, 2011) so that Spark NH can maintain its focus on the following goals:
  - 2.1.1. Promote access to and build commitment for quality early childhood programs and services.
  - 2.1.2. Foster public awareness of the importance of early childhood.
  - 2.1.3. Coordinate the development of a system for the integration and use of meaningful information about young children and their families.
  - 2.1.4. Coordinate the implementation of an integrated and comprehensive strategic plan for early childhood in New Hampshire.
  - 2.1.5. Strengthen New Hampshire's early childhood infrastructure.
- 2.2. Contractor shall establish and/or maintain an administrative and fiscal capacity to plan, coordinate, monitor, and evaluate a multi-component initiative to ensure progress is made toward the goals listed in Section 2.1.1-2.1.5. This will include, but not be limited to the Contractor;
  - 2.2.1. Ensuring project staff shall be comprised of:
    - 2.2.1.1. 1 full-time (40 hours per week) Spark NH Director;
    - 2.2.1.2. 1 part-time (20 hours per week) Americorps VISTA; and
    - 2.2.1.3. 1 FTE (40 hours per week) in Administrative Assistance



## Exhibit A

- 2.2.2. Providing adequate project administration to ensure staff oversight, the quality of services, and contract and fiscal accountability;
  - 2.2.3. Submitting monthly spreadsheets for reimbursement that track funds expended and remaining within each of the line items/targeted initiatives;
  - 2.2.4. Maintaining a project office (with necessary equipment, supplies, and telecommunications);
  - 2.2.5. Ensuring access to meeting facilities and technologies that support participation from all regions of the state;
  - 2.2.6. Utilizing various settings for events by having access to quality, low-cost spaces; and
  - 2.2.7. Maintaining or creating partnerships with agencies throughout the state to further increase the ability to coordinate services in diverse geographic areas;
- 2.3. The Contractor shall support Spark NH to maintain a management system for the administration, documentation, tracking, reporting, delivery, and evaluation of progress toward the goals listed in Section 2.1.1-2.1.5.
- 2.3.1. All reporting and tracking shall be transparent and posted for public view on the Spark NH website within 30 days of meeting/finalization of reports.
  - 2.3.2. The Contractor shall demonstrate an annual participation rate of 51% or better among Spark NH council members by documenting and reporting on attendance.
- 2.4. The Contractor shall support Spark NH to coordinate and facilitate the work of committees that emerges as a result of the revised Strategic Plan (anticipated March 2017) which support the goals of Spark NH as listed in Section 2.1.1-2.1.5. and are carried out in projects/events/programs/meetings that include, but are not limited to :
- 2.4.1. Promoting access to, and building commitment for quality early childhood programs and services by:
    - 2.4.1.1. Continuing to promote the shared definition of quality early childhood programs and services that was developed by the QRIS Task Force and Spark Quality Committee and adopted by Spark NH; and
    - 2.4.1.2. Continuing to coordinate and promote cross-sector collaboration for timely identification of child and family needs.
  - 2.4.2. Fostering public awareness of the importance of early childhood by:



## Exhibit A

---

- 2.4.2.1. Continuing to develop and disseminate common messages to communicate the need for quality early childhood programs and services, and the need for a sustainable comprehensive early childhood system; and
- 2.4.2.2. Continuing to develop, disseminate and manage communication mechanisms such as:
  - 2.4.2.3. The website;
  - 2.4.2.4. Social media;
  - 2.4.2.5. Publications;
  - 2.4.2.6. Banners; and
  - 2.4.2.7. Presentations.
- 2.4.3. Coordinating the integration, collection and use of meaningful information about young children and their families by:
  - 2.4.3.1. Continuing to promote the need for a cross-sector longitudinal data system; and
  - 2.4.3.2. Coordinating with early childhood programs and services, stakeholders and policymakers to identify and address legislative and policy barriers to accessible and meaningful early childhood data integration while maintaining confidentiality.
- 2.4.4. Coordinating the implementation of the revised New Hampshire Comprehensive Strategic Plan for Early Childhood (anticipated March 2017,) by:
  - 2.4.4.1. Coordinating cross-sector collaboration among early learning and development, health care and family leadership and support stakeholders; and
  - 2.4.4.2. Overseeing the coordination of the New Hampshire Comprehensive Strategic Plan for Early Childhood and the work of the Spark NH committees as identified in the revised Strategic Plan (anticipated March 2017).
- 2.4.5. Strengthening New Hampshire's early childhood infrastructure by:
  - 2.4.5.1. Partnering with the Governor's Office, and the Commissioners of the Department of Health and Human Services (DHHS) and Department of Education (DOE) to implement and refine as needed a plan for strengthening the early childhood infrastructure.



## Exhibit A

- 2.4.6. Working collaboratively with the Division for Children, Youth and Families to coordinate activities and processes that support common, identified efforts, including but not limited to improving the lives of young children and their families, which involves:
  - 2.4.6.1. Improving professionals' qualifications by maintaining the Professional Opportunities, Resources, Training and Links (PORTAL) web page on the Spark NH website;
  - 2.4.6.2. Effectively marketing trainings using the PORTAL; and
  - 2.4.6.3. Promoting high quality training and forums, data collection and management for Spark NH events including:
    - 2.4.6.3.1. Registering and tracking all participants; and
    - 2.4.6.3.2. Issuing certificates upon completion of each training and/or module.
- 2.5. The Contractor shall participate in four (4) meetings with the Spark NH Director and Executive Committee comprised of five (5) to eight (8) members representing DHHS, DOE and private non-profit early childhood agencies with the following objectives:
  - 2.5.1. Ensure all contract obligations are being met consistently;
  - 2.5.2. Review the strategic plan quarterly to assess and enhance the strategic planning progress;
  - 2.5.3. Review spreadsheets showing program revenues and expenditures; and
  - 2.5.4. Review and approve work plans and timelines.
- 2.6. Contractor shall support Spark NH, as appropriate, to work with the designated website vendor(s) in regards to the PORTAL for the Spark NH website to maintain the capacity to effectively interface with the site, including, but not limited to:
  - 2.6.1. Linking the website to state early childhood agencies and organizations;
  - 2.6.2. Receiving inquiries generated from the Spark NH website;
  - 2.6.3. Linking and/or posting a clearinghouse of early childhood resources to the PORTAL page on the Spark NH website; and
  - 2.6.4. Linking and/or posting all events created for, requested, or sponsored by Spark NH to the PORTAL website.
- 2.7. Contractor shall increase long-term sustainability of Spark NH by leveraging resources to support Spark NH operations and projects including, but not limited to:
  - 2.7.1. Pursuing other revenue sources to support workforce development efforts; and
  - 2.7.2. Developing strategic partnerships with funders and businesses in NH.



**Exhibit B-1**

**BUDGET FORM**

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

Bidder Name: Early Learning NH

Budget Request for: Early Learning NH to Support Spark NH  
(Name of RFP)

Budget Period: SFY 17 January 17 - June 17

1. Total Salary/Wages	\$ 16,387.50	\$ -	\$ 16,387.50
2. Employee Benefits	\$ 3,787.50	\$ -	\$ 3,787.50
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 2,000.00	\$ -	\$ 2,000.00
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ 2,175.00	\$ -	\$ 2,175.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 400.00	\$ -	\$ 400.00
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ 3,500.00	\$ -	\$ 3,500.00
Insurance	\$ 3,000.00	\$ -	\$ 3,000.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Projects consistent w/ Strategic Plan	\$ -	\$ -	\$ -
AmeriCorps VISTA	\$ 5,000.00	\$ -	\$ 5,000.00
Meeting Costs	\$ 2,500.00	\$ -	\$ 2,500.00
Indirect		\$ 3,500.00	\$ 3,500.00
<b>TOTAL</b>	<b>\$ 40,250.00</b>		<b>\$ 43,750.00</b>

It is the practice of Early Learning NH to assess an 8-10% administrative cost to all grants. This covers costs to administer the grant.

Indirect As A Percent of Direct

8.7%

**Exhibit B-2**

**BUDGET FORM**

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

**Bidder Name:** Early Learning NH

**Budget Request for:** Early Learning NH to Support Spark NH  
(Name of RFP)

**Budget Period:** SFY 18 July 1, 2017 - December 31, 2017

1. Total Salary/Wages	14587.50	\$ -	\$ 14,587.50
2. Employee Benefits	\$ 3,787.50	\$ -	\$ 3,787.50
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00
4. Equipment:	-	\$ -	-
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 2,000.00	\$ -	\$ 2,000.00
6. Travel	\$ 1,750.00	\$ -	\$ 1,750.00
7. Occupancy	\$ 2,175.00	\$ -	\$ 2,175.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 400.00	\$ -	\$ 400.00
Postage	\$ 50.00	\$ -	\$ 50.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Projects consistent w/ Strategic Plan	\$ -	\$ -	\$ -
AmeriCorps VISTA	\$ -	\$ -	\$ -
Meeting Costs	\$ 2,500.00	\$ -	\$ 2,500.00
Indirect		\$ 2,500.00	\$ 2,500.00
<b>TOTAL</b>	<b>\$ 28,750.00</b>	<b>\$ 2,500.00</b>	<b>\$ 31,250.00</b>

It is the practice of Early Learning NH to assess an 8-10% administrative cost to all grants. This covers costs to administer the grant.

Indirect As A Percent of Direct

8.7%



Nicholas A. Toumpas  
Commissioner

Mary Ann Cooney  
Associate Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-626-2983 TDD Access: 1-800-735-2964

TV  
Item #17  
G & C Approved  
12-02-2015

October 26, 2015

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

Sole Source

**REQUESTED ACTION**

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to enter into a **sole source** agreement with Early Learning New Hampshire (Vendor # 159000-B001), 2 Delta Drive, Concord NH 03301, to provide oversight, management, administrative and project support to New Hampshire's Early Childhood Advisory Council now known as Spark NH, in an amount not to exceed \$75,000, effective January 1, 2016 or upon Governor and Executive Council approval, whichever is later, through December 31, 2016. 100% Federal Funds.

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

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

Fiscal Year	Class/Account	Class Title	Activity Number	Amount
2016	102-500731	Contracts for Program Services	42117708	\$43,750
2017	102-500731	Contracts for Program Services	42117708	\$31,250
			Total	\$75,000

**EXPLANATION**

The Department is requesting **sole source** approval of this contract because Governor John Lynch designated Early Learning New Hampshire as the coordinating body for Spark NH by executive order in 2011. The purpose of the contract is so that Early Learning New Hampshire may continue to provide oversight, management, administrative and project support to Spark NH so that Spark NH can maintain its focus on the following goals: promote access to and build commitment for quality early childhood programs and services; foster public awareness of the importance of early childhood; coordinate the development of a system for the integration and use of meaningful information about young children and their families; coordinate the implementation of an integrated and comprehensive strategic plan for early childhood in New Hampshire and strengthen New Hampshire's early childhood infrastructure.

New Hampshire's 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, Spark NH, with the support of 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.

This agreement includes language that reserves the Division's right to renew the contract for up to four additional years subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.


Should Governor and Executive Council not approve this request the State would not be in compliance with Federal Law "Head Start Collaboration; State Early Education and Care [42 U.S.C. 9837b] Sec. 642B(b)(1)(D) (i-iii)" and the State would not receive the funding needed for strategic planning, direction and strengthening of New Hampshire's early childhood infrastructure.

Area Served:           Statewide

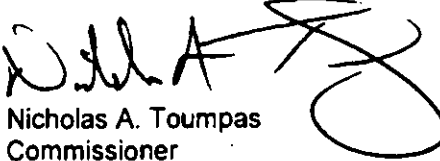
Source of Funds:      100% Federal Funds

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

Respectfully submitted,

  
Mary Ann Cooney  
Associate Commissioner

Approved by:

  
Nicholas A. Toumpas  
Commissioner

Subject: Early Learning New Hampshire to Support Spark NH

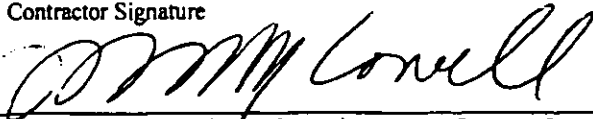
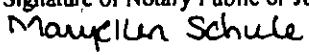
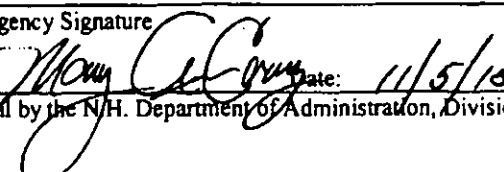
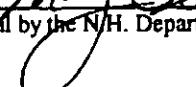
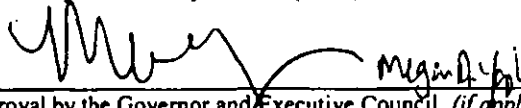
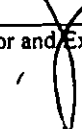
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services Division for Children Youth and Families		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 05-095-42-421110-29780000	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$75,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jackie Lowell II, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u>  On <u>OCTOBER 8 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace MARJELLEN SCHULE			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN CONWAY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/13/15</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. Provision Applicable to all Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to person 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.
- 1.3. For the purpose of this Contract, any reference to days shall mean consecutive calendar days.

#### 2. Services to Be Provided

- 2.1. The Contractor shall provide all aspects of monitoring and implementation of the goals listed in Section 2.1.1 – 2.1.5; as well as provide oversight, management, administrative and project support to Spark NH, New Hampshire's Early Childhood Advisory Council (formed by Executive Order on September 7, 2011) so that Spark NH can maintain its focus on the following goals:
  - 2.1.1. Promote access to and build commitment for quality early childhood programs and services.
  - 2.1.2. Foster public awareness of the importance of early childhood.
  - 2.1.3. Coordinate the development of a system for the integration and use of meaningful information about young children and their families.
  - 2.1.4. Coordinate the implementation of an integrated and comprehensive strategic plan for early childhood in New Hampshire.
  - 2.1.5. Strengthen New Hampshire's early childhood infrastructure.
- 2.2. Contractor shall establish and/or maintain an administrative and fiscal capacity to plan, coordinate, monitor, and evaluate a multi-component initiative to ensure progress is made toward the goals listed in Section 2.1.1-2.1.5. This will include, but not be limited to the Contractor;
  - 2.2.1. Ensuring project staff shall be comprised of:
    - 2.2.1.1. 1 full-time (40 hours per week) Spark NH Director;
    - 2.2.1.2. 1 part-time (20 hours per week) Americorps VISTA; and
    - 2.2.1.3. 1 FTE (40 hours per week) in Administrative Assistance
  - 2.2.2. Providing adequate project administration to ensure staff oversight, the quality of services, and contract and fiscal accountability;



## Exhibit A

- 2.2.3. Submitting monthly spreadsheets for reimbursement that track funds expended and remaining within each of the line items/targeted initiatives;
- 2.2.4. Maintaining a project office (with necessary equipment, supplies, and telecommunications);
- 2.2.5. Ensuring access to meeting facilities and technologies that support participation from all regions of the state;
- 2.2.6. Utilizing various settings for events by having access to quality, low-cost spaces; and
- 2.2.7. Maintaining or creating partnerships with agencies throughout the state to further increase the ability to coordinate services in diverse geographic areas;
- 2.3. The Contractor shall support Spark NH to maintain a management system for the administration, documentation, tracking, reporting, delivery, and evaluation of progress toward the goals listed in Section 2.1.1-2.1.5.
  - 2.3.1. All reporting and tracking shall be transparent and posted for public view on the Spark NH website within 30 days of meeting/finalization of reports.
  - 2.3.2. The Contractor shall demonstrate an annual participation rate of 51% or better among Spark NH council members by documenting and reporting on attendance.
- 2.4. The Contractor shall support Spark NH to coordinate and facilitate projects/events/programs/meetings that:
  - 2.4.1. Promote access to, and build commitment for quality early childhood programs and services by:
    - 2.4.1.1. Promoting the shared definition of quality early childhood programs and services that was developed by the QRIS Task Force and Spark Quality Committee and adopted by Spark NH;
    - 2.4.1.2. Developing and implementing a plan for stakeholder engagement; and
    - 2.4.1.3. Coordinating and promoting cross-sector collaboration for timely identification of child and family needs.
  - 2.4.2. Foster public awareness of the importance of early childhood by:
    - 2.4.2.1. Developing and disseminating common messages to communicate the need for quality early childhood programs and services, and the need for a sustainable comprehensive early childhood system;
    - 2.4.2.2. Developing a communication plan and materials to promote the need for sustainable, comprehensive system; and
    - 2.4.2.3. Developing, disseminating and managing communication mechanisms such as:
      - 2.4.2.3.1. The website;
      - 2.4.2.3.2. Social media;
      - 2.4.2.3.3. Publications; and



## Exhibit A

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- 2.4.2.3.4. Banners.
- 2.4.3. Coordinate the integration, collection and use of meaningful information about young children and their families by:
  - 2.4.3.1. Promoting the need for a cross-sector longitudinal data system; and
  - 2.4.3.2. Coordinating with early childhood programs and services, stakeholders and policymakers to identify and address legislative and policy barriers to accessible and meaningful early childhood data integration while maintaining confidentiality.
- 2.4.4. Coordinate the continued implementation of the New Hampshire Comprehensive Strategic Plan for Early Childhood (2013, November) by:
  - 2.4.4.1. Coordinating cross-sector collaboration among early learning and development, health care and family leadership and support stakeholders; and
  - 2.4.4.2. Overseeing the coordination of the New Hampshire Comprehensive Strategic Plan for Early Childhood and the work of the Spark NH committees: governance; communication and public awareness; policy; quality early childhood programs and services; workforce and professional development; and early childhood data system.
- 2.4.5. Strengthen New Hampshire's early childhood infrastructure by:
  - 2.4.5.1. Partnering with the Governor's Office, and the Commissioners of the Department of Health and Human Services (DHHS) and Department of Education (DOE) to implement and refine as needed a plan for strengthening the early childhood infrastructure.
- 2.4.6. The Contractor shall support Spark NH to work collaboratively with the Division for Children, Youth and Families to coordinate activities and processes that support common, identified efforts, including but not limited to improving the lives of young children and their families. This work will involve:
  - 2.4.6.1. Improving professionals' qualifications by maintaining the Professional Opportunities, Resources, Training and Links (PORTAL) web page on the Spark NH website;
  - 2.4.6.2. Effectively marketing trainings using the PORTAL; and
  - 2.4.6.3. Promoting high quality training, data collection and management for Spark NH events including:
    - 2.4.6.3.1. Registering and tracking all participants; and
    - 2.4.6.3.2. Issuing certificates upon completion of each training and/or module.
- 2.4.7. The Contractor shall participate in four (4) meetings with the Spark NH Director and Executive Committee comprised of five (5) to eight (8) members representing DHHS, DOE and private non-profit early childhood agencies with the following objectives:



## Exhibit A

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- 2.4.7.1. Ensure all contract obligations are being met consistently;
- 2.4.7.2. Review the strategic plan quarterly to assess and enhance the strategic planning progress;
- 2.4.7.3. Review spreadsheets showing program revenues and expenditures; and
- 2.4.7.4. Review and approve work plans and timelines.
- 2.4.8. Contractor shall support Spark NH, as appropriate, to work with the designated website vendor(s) in regards to the PORTAL for the Spark NH website to maintain the capacity to effectively interface with the site, including, but not limited to:
  - 2.4.8.1. Linking the website to state early childhood agencies and organizations;
  - 2.4.8.2. Receiving inquiries generated from the Spark NH website;
  - 2.4.8.3. Linking and/or posting a clearinghouse of early childhood resources to the PORTAL page on the Spark NH website; and
  - 2.4.8.4. Linking and/or posting all events created for, requested, or sponsored by Spark NH to the PORTAL website.
- 2.4.9. Contractor shall increase long-term sustainability of Spark NH by leveraging resources to support Spark NH operations and projects including, but not limited to:
  - 2.4.9.1. Pursuing other revenue sources to support workforce development efforts; and
  - 2.4.9.2. Developing strategic partnerships with funders and businesses in NH.



## Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
  - 1.1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.575, Federal Agency Health and Human Services, Child Care and Development Block Grant for the provision of services pursuant to Exhibit A, Scope of Services.
2. Payment for said services shall be made monthly, but not less than quarterly:
  - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement.
  - 2.2 The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. Invoices shall be mailed to:

Fiscal Administrator  
Division for Children, Youth and Families  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
3. Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1 and Exhibit B-2.
4. Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.
5. A final payment request shall be submitted no later than sixty (60) days after the contract ends.
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; and
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

**Exhibit B-1**

**BUDGET FORM**

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

Bidder Name: Early Learning NH

Budget Request for: Early Learning NH to Support Spark NH  
(Name of RFP)

Budget Period: SFY 16 January 16 - June 16

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 16,387.50	\$ -	\$ 16,387.50	
2. Employee Benefits	\$ 3,787.50	\$ -	\$ 3,787.50	
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 2,000.00	\$ -	\$ 2,000.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ 2,175.00	\$ -	\$ 2,175.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 400.00	\$ -	\$ 400.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 3,500.00	\$ -	\$ 3,500.00	
Insurance	\$ 3,000.00	\$ -	\$ 3,000.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Projects consistent w/ Strategic Plan	\$ -	\$ -	\$ -	
AmeriCorps VISTA	\$ 5,000.00	\$ -	\$ 5,000.00	
Meeting Costs	\$ 2,500.00	\$ -	\$ 2,500.00	
Indirect		\$ 3,500.00	\$ 3,500.00	It is the practice of Early Learning NH to assess an 8-10% administrative cost to all grants. This covers costs to administer the grant.
<b>TOTAL</b>	<b>\$ 40,250.00</b>		<b>\$ 43,750.00</b>	

Indirect As A Percent of Direct

8.7%

Contractor Initials *[Signature]*

Date 10/8/15

**Exhibit B-2**

**BUDGET FORM**

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

Bidder Name: Early Learning NH

Budget Request for: Early Learning NH to Support Spark NH  
(Name of RFP)

Budget Period: SFY 17 July 1, 2016 - December 31, 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect Cost
1. Total Salary/Wages	\$ 16,387.50	\$ -	\$ 16,387.50	
2. Employee Benefits	\$ 3,787.50	\$ -	\$ 3,787.50	
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 2,000.00	\$ -	\$ 2,000.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ 2,175.00	\$ -	\$ 2,175.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 400.00	\$ -	\$ 400.00	
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):	\$ -	\$ -	\$ -	
Projects consistent w/ Strategic Plan	\$ -	\$ -	\$ -	
AmeriCorps VISTA	\$ -	\$ -	\$ -	
Meeting Costs	\$ 2,500.00	\$ -	\$ 2,500.00	
Indirect		\$ 2,500.00	\$ 2,500.00	It is the practice of Early Learning NH to assess an 8-10% administrative cost to all grants. This covers costs to administer the grant.
<b>TOTAL</b>	<b>\$ 28,750.00</b>	<b>\$ 2,500.00</b>	<b>\$ 31,250.00</b>	

Indirect As A Percent of Direct

8.7%

Contractor Initials

Date

*[Handwritten Signature]*  
Date 10/5/15



**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;





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

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

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



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

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



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



- 
- 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.

*[Handwritten Signature]*  
*[Handwritten Date: 10/8/15]*



**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 Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

*[Handwritten Signature]*  
Date *10/15*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

*[Handwritten Signature]*  
*[Handwritten Date: 1/25/15]*

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.

10/8/15  
Date

Contractor Name:

Jackie Cowell  
Name: Jackie Cowell  
Title: Executive Director

JC  
10/8/15



**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

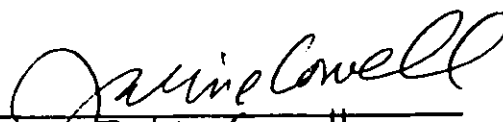
The undersigned certifies, to the best of his or her knowledge and belief, that:

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:

10/8/15  
Date

  
Name: Jackie Lowell  
Title: Executive Director





**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

*[Handwritten Signature]*  
*[Handwritten Date]*



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**

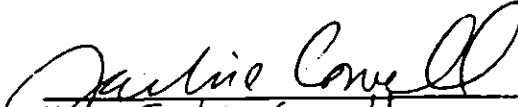
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

Date 10/8/15

  
Name: Jackie Cowell  
Title: Executive Director



**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

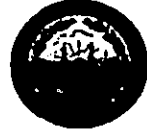
Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Date

10/8/15

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:

10/8/15  
Date

Jackie Lowell  
Name: Jackie Lowell  
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

JL

Date

10/8/15