



Jeffrey A. Meyers
Commissioner

Marcella J. Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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July 20, 2016

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

REQUESTED ACTION

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

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

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

Fiscal Year	Class	Title	Activity Code	Amount
2017	102-500731	Contracts for Program Services	90002996	\$90,000
2018	102-500731	Contracts for Program Services	90002996	\$62,500
			Subtotal:	\$152,500

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

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

EXPLANATION

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

state early childhood partnerships acknowledged them as the coordinating body with the demonstrated capacity to take on this type of project. The federal grant application was submitted and approved by the federal funder.

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

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

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

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

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

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

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

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

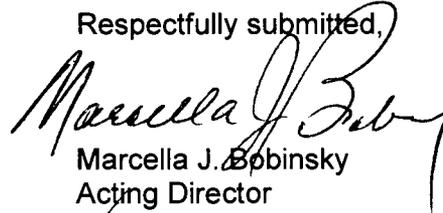
Should the Governor and Executive Council not approve this request, the Department would not be in compliance with the requirements of the federal Substance Abuse and Mental Health Services Administration (SAMSHA).

Area Served: Statewide, NH

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

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

Respectfully submitted,



Marcella J. Bobinsky
Acting Director

Approved by:



Jeffrey A. Meyers
Commissioner

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

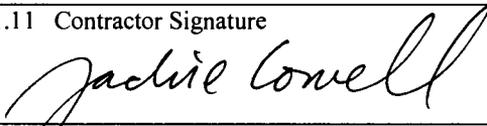
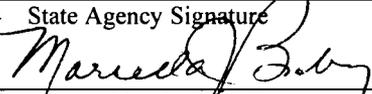
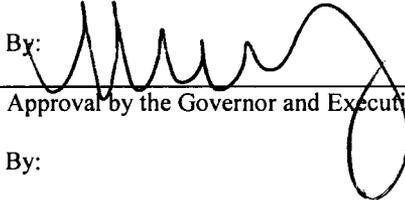
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Early Learning New Hampshire		1.4 Contractor Address 2 Delta Drive Concord, NH 03301	
1.5 Contractor Phone Number (603) 226-7900	1.6 Account Number 010-090-12990000-102-500731	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$435,200
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jackie Cowell Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>7/21/2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace MARJELLEN SCHULE - NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Marcella Bobinsky, (Acting) Director	
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>Megan A. Vade - Attorney</u> <u>8/6/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

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



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



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



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



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



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

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

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

- 2.9.1. Plan a series of meetings for parental groups that will assist participants with collaboration and advocacy skills.
- 2.9.2. Secure a venue that is neutral to the childhood parental groups.
- 2.9.3. Promote meeting dates, times, and venues to ensure the widest audience possible.
- 2.9.4. Secure one (1) guest speaker from each parental group who shall provide information to the larger meeting regarding the parental group's interest in early childhood systems.
- 2.9.5. Ensure each meeting is conducive to the Spark NH Community of Practice/NH Listens initiative.

3. Staffing

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

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

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

- 3.2.1. Be the point of contact for the Department on all activities conducted by the Contractor.
- 3.2.2. Attend or send a representative to the Manchester Young Child Wellness Council meetings at least two times a year.
- 3.2.3. Encourage State Council and committee members in the Manchester area to participate in the Manchester Young Child Wellness Council (MYCEC) and/or Sub-committees in order to support the work of the MYCWC.
- 3.2.4. Coordinate activities with the Manchester Project LAUNCH Young Child Wellness Coordinator.
- 3.2.5. Participate in Project LAUNCH Management Team Meetings facilitated by the Department, at a minimum four (4) times per year.



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

4. Reporting

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



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

5. Performance Measures

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

6. Deliverables

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



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

[Handwritten Signature]
11/12/16



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, in accordance with the budgets in Exhibit B-1 – Budget, Exhibit B-2 – Budget, and Exhibit B-3 - Budget for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.243, U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse and Mental Health Services Project of Regional and National Significance. FAIN #SM061289.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2. The invoice must be submitted by mail or e-mail to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

dphscontractbilling@dhhs.state.nh.us
4. A final payment request shall be submitted no later than sixty (40) days from the Form P37, General Provisions, Contract Completion Date, Bock 1.7.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to budget line item adjustments in Exhibit B-1, B-2 and B-3 within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

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

Bidder/Program Name: Early Learning New Hampshire

Budget Request for: Project LAUNCH

Budget Period: July 1 2016 through June 30 2017

Line Item	Total Program Cost			Contractor Share / Match			Funded by DRHS contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 41,993.50	\$ 4,193.35	\$ 46,186.85	\$ -	\$ -	\$ -	\$ 41,993.50	\$ 4,193.35	\$ 46,186.85	
2. Employee Benefits	\$ 3,461.90	\$ 345.25	\$ 3,807.15	\$ -	\$ -	\$ -	\$ 3,461.90	\$ 345.25	\$ 3,807.15	
3. Consultants - Spark NH Liaison with Local Council	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6. Travel	\$ 4,560.00	\$ 456.00	\$ 5,016.00	\$ -	\$ -	\$ -	\$ 4,560.00	\$ 456.00	\$ 5,016.00	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 244,440.00	\$ 24,444.00	\$ 268,884.00	\$ -	\$ -	\$ -	\$ 244,440.00	\$ 24,444.00	\$ 268,884.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory): Meeting Costs - venue, audio visuals, handouts for ACEs and Toxic Stress Conference	\$ 13,700.00	\$ 1,300.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 13,700.00	\$ 1,300.00	\$ 15,000.00	
14. Other (specific details mandatory): Incentives for Parent Leadership Initiative	\$ 8,000.00	\$ 800.00	\$ 8,800.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 800.00	\$ 8,800.00	
TOTAL	\$ 341,155.40	\$ 31,544.60	\$ 372,700.00	\$ -	\$ -	\$ -	\$ 341,155.40	\$ 31,544.60	\$ 372,700.00	

Indirect As A Percent of Direct 9.2%

Contractor Initials: *AK*
Date: 7/12/16

Exhibit B-2 Budget

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

Bidder/Program Name: Early Learning New Hampshire
Budget Request for: Project LAUNCH

Budget Period: July 1 2017 through June 30 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 41,993.50	\$ 4,199.35	\$ -	\$ -	\$ 41,993.50	\$ 4,199.35	\$ 46,192.85
2. Employee Benefits	\$ 3,461.90	\$ 345.25	\$ -	\$ -	\$ 3,461.90	\$ 345.25	\$ 3,807.15
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 45,455.40	\$ 4,544.60	\$ -	\$ -	\$ 45,455.40	\$ 4,544.60	\$ 50,000.00

Indirect As A Percent of Direct 10.0%

Contractor Initials: *OC*
Date: 07/10/16

Exhibit B-3 - Budget

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

Bidder/Program Name: Early Learning New Hampshire

Budget Request for: Project LAUNCH

Budget Period: July 1, 2018 through September 30, 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 10,498.37	\$ 1,049.81	\$ -	\$ -	\$ 10,498.37	\$ 1,049.81	\$ 11,548.18
2. Employee Benefits	\$ 865.47	\$ 86.55	\$ -	\$ -	\$ 865.47	\$ 86.55	\$ 951.82
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 11,363.84	\$ 1,136.16	\$ -	\$ -	\$ 11,363.84	\$ 1,136.16	\$ 12,500.00

Indirect As A Percent of Direct 10.0%

Contractor Initials: *[Signature]*
Date: 7/12/16



SPECIAL PROVISIONS

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

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



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



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.



REVISIONS TO GENERAL PROVISIONS

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

[Handwritten Signature]
[Handwritten Date: 7/12/16]



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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]
7/12/16



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

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

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

Contractor Name:

7/12/16
Date

Jackie Cowell
Name: Jackie Cowell
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

7/12/16
Date

Jackie Cowell
Name: Jackie Cowell
Title: Executive Director

JK
7/12/16



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

7/12/16
Date

Jackie Lowell
Name: Jackie Lowell
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

Handwritten initials, possibly 'JC', in black ink.

Date

Handwritten date '5/12/16' in black ink.

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

7/12/16
Date

Jackie Cowell
Name: Jackie Cowell
Title: Executive Director

Exhibit G

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

Contractor Initials

JC

Date

7/12/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

7/12/16
Date

Jackie Cowell
Name: Jackie Cowell
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Handwritten Signature]
3/12/16



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

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

[Handwritten Signature]
7/12/16



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

AC
7/12/16



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

TDHHS
The State

Marcella Bobinsky
Signature of Authorized Representative

Marcella Bobinsky
Name of Authorized Representative

Acting Director
Title of Authorized Representative

7-20-16
Date

Early Learning New Hampshire
Name of the Contractor

Jackie Cowell
Signature of Authorized Representative

Jackie Cowell
Name of Authorized Representative

Executive Director
Title of Authorized Representative

7/12/16
Date



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

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

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

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

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

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

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

Contractor Name:

7/12/16
Date

Jackie Cowell
Name: Jackie Cowell
Title: Executive Director



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of May A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Early Learning NH.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on Tuesday, January 19, 2016:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12th day of July, 2016.
(Date Contract Signed)

4. Jackie Cowell is the duly elected Executive Director of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

Carol A. Michael
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of ~~MERRIMACK~~ BELKNAP

The forgoing instrument was acknowledged before me this 12th day of July, 2016,

By Carol H. Michael
(Name of Elected Officer of the Agency)

Tamie L. Hammer
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

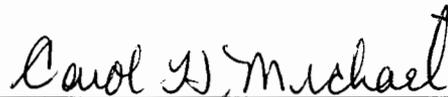
Commission Expires: 10/1/19

CERTIFICATE OF VOTE/AUTHORITY

I, Carol H. Michael, hereby certify that I am the Secretary of the Board of Directors of Early Learning New Hampshire and that by consent of the Board of Directors at a regular meeting held on Tuesday, January 19, 2016, the following vote was adopted and is in effect until January 31, 2017:

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 the Secretary of the Board of Directors of Early Learning New Hampshire this 12th day of July, 2016.

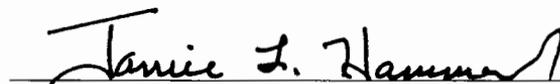


Carol H. Michael
Secretary, Board of Directors
Early Learning New Hampshire

State of NEW HAMPSHIRE

County of ~~MERRIMACK~~ **BELKNAP**

The foregoing instrument was acknowledged before me this 12th day of July, 2016 by Carol H. Michael.



Notary Public

My Commission Expires: 10/1/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2016

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK999839	4/22/2016	4/22/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
	DED		RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB1D18886	4/22/2016	4/22/2017	WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y/N				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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 State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Lucas Sevigny/CVS



Two Delta Drive
Concord, NH 03301
Phone: 603-226-7229
Fax: 603-226-7231

www.earlylearningnh.org

Mission Statement

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

For Business Partners
with Early Learning

NH Child Care
Association

Early Learning
Concord NH

Early Learning
Association

Invest in Kids

EARLY LEARNING NEW HAMPSHIRE

Financial Statements
December 31, 2014 and 2013

EARLY LEARNING NEW HAMPSHIRE
Financial Statements
For The Years Ended December 31, 2014 and 2013

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McLarney & Company, LLC

Certified Public Accountants & Business Advisors

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

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

INDEPENDENT AUDITOR'S REPORT

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

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, 2014 and 2013, 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, 2014 and 2013, 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 15, 2015, 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 15, 2015

EARLY LEARNING NEW HAMPSHIRE
Statements of Financial Position
December 31, 2014 and 2013

ASSETS

	<i>Operating Unrestricted</i>	<i>Temporarily Restricted</i>	<i>Permanently Restricted</i>	<i>Total 2014</i>	<i>Total 2013</i>
<u>Current Assets</u>					
Cash	\$ 135,021	\$ -	\$ -	\$ 135,021	\$ 72,730
Accounts Receivable	96,850	-	-	96,850	61,952
Prepaid Expenses	4,051	-	-	4,051	2,852
Deposits	2,100	-	-	2,100	2,100
Total Current Assets	238,023	-	-	238,023	139,633
<u>Fixed Assets</u>					
Office Equipment, Computers	23,637	-	-	23,637	23,637
Accumulated Depreciation	(21,275)	-	-	(21,275)	(18,527)
Total Fixed Assets	2,362	-	-	2,362	5,109
TOTAL ASSETS	\$ 240,384	\$ -	\$ -	\$ 240,384	\$ 144,742

LIABILITIES AND NET ASSETS

<u>Current Liabilities</u>					
Accounts Payable	\$ 1,385	\$ -	\$ -	\$ 1,385	\$ 6,664
Deferred Revenue	450	-	-	450	1,233
Accrued Expenses	4,542	-	-	4,542	2,121
Deposit	700	-	-	700	700
Payroll Taxes Payable	170	-	-	170	5,785
Total Current Liabilities	7,248	-	-	7,248	16,503
<u>Net Assets</u>					
Net Assets	233,136	-	-	233,136	128,240
TOTAL LIABILITIES AND NET ASSETS	\$ 240,384	\$ -	\$ -	\$ 240,384	\$ 144,742

See Accompanying Notes and Accountant's Report

EARLY LEARNING NEW HAMPSHIRE
Statements of Activities
For the Years Ended December 31, 2014 and 2013

	<i>Operating Unrestricted</i>	<i>Temporarily Restricted</i>	<i>Permanently Restricted</i>	<i>Total 2014</i>	<i>Total 2013</i>
<u>Revenue and Support</u>					
Contributions	\$ 1,718	\$ -	\$ -	\$ 1,718	\$ 4,975
Foundation Grants	326,288	-	-	326,288	385,756
State Grants	324,598	-	-	324,598	396,292
Membership Dues	32,286	-	-	32,286	18,108
Program Service Revenue	42,438	-	-	42,438	40,655
Rental Income	14,222	-	-	14,222	8,700
Interest Income	21	-	-	21	97
In-kind Donations	15,500	-	-	15,500	13,775
Grants released from restriction	-	-	-	-	-
TOTAL REVENUE AND SUPPORT	757,071	-	-	757,071	868,359
<u>Expenses</u>					
<u>Program Services</u>					
ARRA - Spark NH	283,351	-	-	283,351	367,384
Membership Services	196,271	-	-	196,271	263,352
Public Policy	47,799	-	-	47,799	44,090
Total Program Services	527,421	-	-	527,421	674,826
<u>Supporting Services</u>					
General & Administrative	98,989	-	-	98,989	84,582
Fund Development	16,601	-	-	16,601	16,186
Lobbying Expenses	9,163	-	-	9,163	7,977
Total Supporting Services	124,754	-	-	124,754	108,745
TOTAL EXPENSES	652,174	-	-	652,174	783,570
Increase (Decrease) in Net Assets	104,897	-	-	104,897	84,788
NET ASSETS, BEGINNING OF YEAR	\$ 128,240	\$ -	\$ -	\$ 128,240	\$ 43,451
NET ASSETS, END OF YEAR	\$ 233,136	\$ -	\$ -	\$ 233,136	\$ 128,240

See Accompanying Notes and Accountant's Report

EARLY LEARNING NEW HAMPSHIRE

Statements of Functional Expenses

For the Years Ended December 31, 2014 and 2013

	Spark NH	Membership/ Mission Related		Total		Fund Development	Lobbying Expenses	2014 Total Expenses	2013 Total Expenses
		Services	Policy	Program Services	General & Management				
Direct Program Related Expense	102,530	115,106	-	217,636	-	-	-	217,636	351,121
Salaries and Wages	120,214	63,125	42,538	225,877	14,826	8,120	8,120	282,716	243,909
Payroll Taxes	9,474	4,975	3,352	17,801	1,168	640	640	22,280	18,994
Employee Benefits	-	527	487	1,014	203	81	81	2,027	14,485
Bookkeeping & Accounting	7,000	-	-	7,000	-	-	-	18,907	22,490
Professional Consulting & Legal	27,620	6,410	-	34,030	665	-	-	34,695	6,255
Conferences & Travel	4,011	225	-	4,236	2,145	-	-	6,380	3,345
Telephone & Communications	600	1,187	343	2,130	924	53	53	3,239	3,631
Meeting Costs & Facilitation	7,493	-	-	7,493	-	-	-	7,493	19,730
Postage	179	-	-	179	115	-	-	294	383
Printing & Reproduction	215	-	-	215	379	-	-	593	8,357
Dues & Subscriptions	-	350	-	350	285	-	-	635	385
Office Expense	9,410	437	-	9,848	1,065	2	-	10,915	7,239
Advertising & Marketing	-	1,500	-	1,500	-	-	-	1,500	41,941
Other Expenses	-	-	-	-	150	-	-	150	1,456
Insurance	-	-	-	-	4,206	-	-	4,206	3,917
Maintenance & Cleaning	-	-	-	-	246	-	-	246	336
Rent	-	-	-	-	35,513	-	-	35,513	31,200
Total Expenses Before Depreciation	288,745	193,844	46,720	529,309	94,893	8,894	8,894	649,427	779,173
Depreciation Expense	-	-	-	-	2,748	-	-	2,748	4,397
TOTALS	288,745	193,844	46,720	529,309	97,641	16,331	8,894	652,174	783,571

See Accompanying Notes and Accountant's Report

EARLY LEARNING NEW HAMPSHIRE

Statement of Cash Flows

December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash Flows From Operating Activities		
Increase (decrease) in net assets	\$ 104,897	\$ 84,788
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities		
Depreciation	2,748	4,397
(Increase) decrease in accounts receivable	(34,899)	(52,789)
(Increase) decrease in deposits	-	-
(Increase) decrease in prepaid assets	(1,199)	2,686
Increase (decrease) in deferred revenue	(783)	(366,956)
Increase (decrease) in accounts payable	(5,279)	(3,133)
Increase (decrease) in other accrued liabilities	2,422	(7,648)
Increase (decrease) in security deposits	-	-
Increase (decrease) in payroll taxes	(5,615)	1,540
Total adjustments	<u>(42,605)</u>	<u>(421,902)</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 62,291</u>	<u>\$ (337,114)</u>
Cash Flows From Investing Activities		
Plant & equipment purchases	-	(580)
Net Cash Provided (Used) by Investing Activities	<u>-</u>	<u>(580)</u>
NET INCREASE (DECREASE) IN CASH	62,291	(337,694)
CASH AT BEGINNING OF YEAR	<u>72,730</u>	<u>410,424</u>
CASH AT END OF YEAR	<u>\$ 135,021</u>	<u>\$ 72,730</u>

See Note 7 - Supplemental Cash Information

See Accompanying Notes and Accountant's Report

EARLY LEARNING NEW HAMPSHIRE
Notes to Financial Statements
December 31, 2014 and 2013

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

Cash, checking accounts, time deposits, certificates of deposit, and all highly liquid debt instruments with original maturities of three months or less are deemed to be cash and cash equivalents.

Use of Estimates

The preparation of the financial statements in accordance with Generally Accepted Accounting Principles requires the use of estimates made by the management of the Organization.

Advertising

Advertising costs are charged to operations when incurred.

Revenue Recognition

Revenue is recognized as services are rendered using the accrual method of accounting. The Organization recognizes all contributions as revenue in the period received. Contributions are reported as unrestricted or as restricted depending on the existence of donor stipulations that limit the use of the contribution. However, donor-restricted contributions whose restrictions are met in the same reporting period are reported as unrestricted contributions.

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 providing various programs and other activities have been summarized in the statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Allocations have been made by the management of the Organization.

EARLY LEARNING NEW HAMPSHIRE
Notes to Financial Statements
December 31, 2014 and 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES (Continued)

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.

Financial Statement Presentation

The Organization has adopted Statements of Financial Accounting Standards (SFAS) No. 116, *Accounting for Contributions Received and Made*, and SFAS No. 117, *Financial Statements of Not-For-Profit Organizations*, and applied these standards on a retroactive basis.

SFAS No. 116 requires that unconditional promises to give (pledges) be recorded as receivables and revenues and requires the Organization to distinguish between contributions received for each net asset category depending on the existence and/or nature of any donor restrictions.

SFAS No. 117 establishes standards for external financial reporting by not-for-profit organizations and requires that resources be classified for accounting and reporting purposes into three asset categories based upon the existence or absence of donor-imposed restrictions. As permitted by this new standard, the Organization has discontinued its use of fund accounting and has, accordingly, reclassified its financial statements to present classes of net assets. The three net asset classes are:

Unrestricted

These include unrestricted resources which represent the portion of expendable funds that is available for support of operations.

Temporarily Restricted

These include gifts for which donor imposed restrictions have not been met.

Permanently Restricted

These include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income be made available for program operations.

EARLY LEARNING NEW HAMPSHIRE
Notes to Financial Statements
December 31, 2014 and 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES (Continued)

Income Tax Status

The Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2).

In June 2006, the Financial Accounting Standards Board issued interpretation No. 48 ("FIN 48), "Accounting for Uncertainty in Income Taxes" which the Organization elected to adopt in the current year. FIN 48 establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on its tax returns for all open tax years (tax years ended December 2011 – 2013) for purposes of implementing FIN 48, and has concluded that no additional provision for income tax is required in the Organization's financial statements.

NOTE 2 - FIXED ASSETS

At December 31, 2014 and 2013 fixed assets consist of the following:

	2014	2013
Office Equipment, computers	\$23,637	\$23,637
Less: Accumulated Depreciation	(21,275)	(18,527)
Furniture and Equipment, Net	\$2,362	\$5,110

The Organization has depreciation expense of \$2,748 and \$4,397 for the years ended December 31, 2014 and 2013, respectively.

NOTE 3 - LEASE COMMITMENTS

Early Learning New Hampshire leases its office space under a 5 year lease agreement effective July 1, 2009 that expires June 30, 2014. The Organization has extended its lease to June 30, 2019. The amount included as rent expense for the years ended December 31, 2014 and 2013 is \$35,513 and \$31,200 respectively. This amount includes donated rent of \$14,000 and \$13,500, respectively. Early Learning New Hampshire subleases space to another Organization, the monthly rent paid increased from \$1,500 by the amount paid by the sublease, \$750 per month that began in September 2014. The lease commitment for future periods including the sublease is:

2014	\$27,000
2015	27,450
2016	27,900
2017	28,350
2018	28,800
2019 and thereafter	14,400
	\$153,900

EARLY LEARNING NEW HAMPSHIRE
Notes to Financial Statements
December 31, 2014 and 2013

NOTE 4 - CONCENTRATIONS

Approximately 15% of the Organization's support was provided by a grant from a single State Grant for the year ended December 31, 2014 and 42% from a single State Grant for the year ended December 31, 2013.

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, 2014 and 2013, respectively. Cash at this institution exceeded Federally insured limits by \$0 and \$0 at December 31, 2014 and 2013, respectively.

NOTE 5 - ACCOUNTS RECEIVABLE

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

NOTE 6 - DONATED GOODS AND SERVICES

The value of donated goods and services included as contributions in the financial statements and the corresponding program expenses for the years ended December 31, 2014 and 2013, are as follows:

2014

	<u>Program Services</u>	<u>General & Management</u>	<u>Total</u>
Rent	\$0	\$14,000	\$14,000
Direct Program Related Expense	1,500	0	1,500
Total	\$1,500	\$14,000	\$15,500

2013

	<u>Program Services</u>	<u>General & Management</u>	<u>Total</u>
Rent	\$0	\$13,500	\$13,500
Direct Program Related Expense	0	175	175
Total	\$0	\$13,675	\$13,675

NOTE 7 - SUPPLEMENTAL CASH INFORMATION

	<u>2014</u>	<u>2013</u>
Noncash operating activities:		
Gifts of goods and services	\$15,500	\$13,675
Interest paid	\$0	\$0
Taxes Paid	\$0	\$0

NOTE 8 - SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through June 15, 2015, 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, 2014 and none were found.

McLarney & Company, LLC

Certified Public Accountants & Business Advisors

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

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

INDEPENDENT AUDITOR'S REPORT 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, 2014, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated June 15, 2015.

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

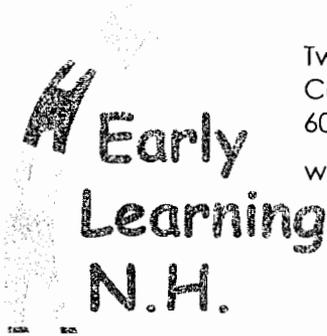
As part of obtaining reasonable assurance about whether Early Learning New Hampshire's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct 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 15, 2015



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Early Learning Lasts a Lifetime

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Neal Scott Photography

Hon. Mary Jane Wallner
Deputy Democratic Leader
Executive Director
Merrimack Valley Day Care Services

LAURA J. MILLIKEN

EDUCATION:

Boston University School of Law, Boston, MA

Juris Doctor, 1992, Honors: Paul J Liacos Scholar

Barnard College, Columbia University, New York, NY

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

PROFESSIONAL EXPERIENCE:

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

Coordinate and staff statewide, governor-appointed Early Childhood Advisory Council, 7 committees and 1 task force of diverse early childhood stakeholders. Ensure compliance with funder requirements. Implement and oversee Council work plan. Coordinate monthly meetings and provide technical assistance to Council. Facilitate coordination and collaboration within and between Council, committees and task forces and outside stakeholders. Facilitate the implementation of recommendations and policy changes. Write grants and manage budgets.

Legal Advice and Referral Center 2010- 2011, Contract Attorney

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

District Court Domestic Violence Coordinating Councils 1997 –1999, Coordinator

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

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Laura Milliken	Director, Spark NH (State Young Child Wellness Council)	\$84,253	50%	\$41,993.50