

MJT
35



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

Nicholas A. Toumpas
Commissioner
Mary Ann Cooney
Associate Commissioner

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

February 25, 2014

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

SOLE SOURCE

REQUESTED ACTION

100% Federal funds

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to enter into a **sole source** agreement with Early Learning New Hampshire (Vendor # 159000-B001), 2 Delta Drive, Concord NH 03301 effective the date of Governor and Executive Council approval, through December 31, 2014, in an amount not to exceed \$100,000 to provide oversight, management, administrative and project support to New Hampshire's Early Childhood Advisory Council now known as Spark NH.

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

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

Fiscal Year	Class/Account	Class Title	Activity Number	Amount
2014	102-500731	Contracts for Program Services	42117708	\$14,455
2015	102-500731	Contracts for Program Services	42117708	\$85,545
			Total	\$100,000

EXPLANATION

The Department is requesting **sole source** approval because Early Learning New Hampshire has partnered with the Division for Children, Youth and Families in the Early Childhood Advisory Council now known as Spark NH since its establishment in 2011, is the fiscal agent for Spark NH and has demonstrated the knowledge and ability to perform all required services within the contract.

The purpose of this request is for the Contractor to provide oversight, management, administrative and project support to Spark NH, New Hampshire's Early Childhood Advisory Council (formed by Executive Order on September 7, 2011) so that Spark NH can maintain its focus on the following goals: promote access to and build commitment for quality early childhood programs and services; foster public awareness of the importance of early childhood; coordinate the development of a system for the integration and use of meaningful information about young children and their families;

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

February 25, 2014

Page 2

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

New Hampshire's Early Childhood Advisory Council, now known as Spark NH, was created in 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.

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

Area Served: Statewide

Source of Funds: 100% Federal Funds

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

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


for Nicholas A. Toumpas
Commissioner

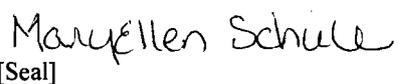
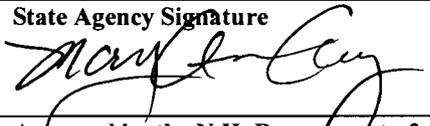
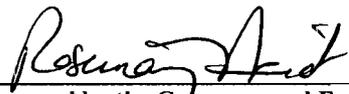
Subject: Early Learning New Hampshire to support Spark NH

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Divison of Children, Youth, and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Early Learning New Hampshire		1.4 Contractor Address 2 Delta Drive Concord, NH 03301	
1.5 Contractor Phone Number 603-226-7900	1.6 Account Number 05-095-42-421110-2978-0000	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency Eric Borrin		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>2/20/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace MARYELLEN SCHULTE NOTARY REPUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3-7-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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



Exhibit A

Scope of Services

1. Purpose

The purpose of this contract is for the Contractor to provide oversight, management, administrative and project support to Spark NH, New Hampshire's Early Childhood Advisory Council (formed by Executive Order on September 7, 2011) so that Spark NH can maintain its focus on the following goals:

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

2. Contractor responsibilities

Contractor shall provide all aspects of monitoring and implementation of the goals listed in Section 1.

- 2.1 Contractor shall establish and/or maintain an administrative and fiscal capacity to plan, coordinate, monitor, and evaluate a multi-component initiative to ensure progress is made toward the goals listed in Section 1. This will include, but not be limited to;
 - 2.1.1 The project staff shall be comprised of
 - 2.1.1.1 1 full-time (40 hours per week) Spark NH Director
 - 2.1.1.2 1 full-time (40 hours per week) Americorps VISTA
 - 2.1.1.3 1 FTE (40 hours per week) in Administrative Assistance
 - 2.1.2 Provide adequate project administration to ensure staff oversight, the quality of services, and contract and fiscal accountability;
 - 2.1.3 Submit monthly spreadsheets for reimbursement that track funds expended and remaining within each of the line items/targeted initiatives;
 - 2.1.4 Maintain a project office (with necessary equipment, supplies, and telecommunications);
 - 2.1.5 Ensure access to meeting facilities and technologies that support participation from all regions of the state;
 - 2.1.6 Utilize various settings for events by having access to quality, low-cost spaces; and
 - 2.1.7 Maintain or create partnerships with agencies throughout the state to further increase the ability to coordinate services in diverse geographic areas;
- 2.2 Contractor shall develop and maintain a management system for the administration, documentation, tracking, reporting, delivery, and evaluation of progress toward the goals listed in Section 1.
 - 2.2.1 All reporting and tracking shall be transparent and posted for public view on the Spark NH website within 30 days of meeting/finalization of reports.
 - 2.2.2 The Contractor shall demonstrate an annual participation rate of 51% or better among Spark NH council members by documenting and reporting on attendance.



Exhibit A

- 2.3 Contractor shall coordinate and facilitate projects/events/programs/meetings that:
- 2.3.1 Promote access to, and build commitment for quality early childhood programs and services.
 - 2.3.1.1 By developing and promoting a shared definition of quality early childhood programs and services;
 - 2.3.1.2 By developing and implementing a plan for stakeholder engagement; and
 - 2.3.1.3 By coordinating and promoting cross-sector collaboration for timely identification of child and family needs.
 - 2.3.2 Foster public awareness of the importance of early childhood.
 - 2.3.2.1 By developing common messages to communicate the need for quality early childhood programs and services, and the need for a sustainable comprehensive early childhood system;
 - 2.3.2.2 By developing a communication plan and materials to promote the need for sustainable, comprehensive system; and
 - 2.3.2.3 By developing, disseminating and managing communication mechanisms such as the website, social media, publications and banners.
 - 2.3.3 Coordinate the integration, collection and use of meaningful information about young children and their families.
 - 2.3.3.1 By promoting the need for a cross-sector longitudinal data system; and
 - 2.3.3.2 By coordinating with early childhood programs and services, stakeholders and policymakers to identify and address legislative and policy barriers to accessible and meaningful early childhood data integration while maintaining confidentiality.
 - 2.3.4 Coordinate the development and implementation of an integrated and comprehensive strategic plan for early childhood in New Hampshire.
 - 2.3.4.1 By coordinating cross-sector collaboration among early learning and development, health care and family leadership and support stakeholders; and
 - 2.3.4.2 By overseeing the coordination of the strategic plan for early childhood and the work of the Spark NH committees: governance; communication and public awareness; policy; quality early childhood programs and services; workforce and professional development; and the Early Childhood Data System Committee.
 - 2.3.5 Strengthen New Hampshire's early childhood infrastructure:
 - 2.3.5.1 By partnering with the Governor's Office, and the Commissioners of DHHS and DOE to develop and implement a plan for strengthening the early childhood infrastructure
 - 2.3.6 Contractor shall work collaboratively, at the direction of the Department, with the Division for Children, Youth and Families to coordinate activities and processes that support common, identified efforts, including but not limited to improving the lives of young children and their families. This work will involve;
 - 2.3.6.1 Improving professionals' qualifications by developing and maintaining the Professional Opportunities, Resources, Training and Links (PORTAL) web page on the Spark NH website
 - 2.3.6.2 Effectively marketing trainings using the PORTAL;
 - 2.3.6.3 Promoting high quality training, data collection and management for Spark NH events including registering and tracking all participants and issuing certificates upon completion of each training and/or module



Exhibit A

- 2.3.7 Contractor shall participate in 4 supervision meetings with the Spark NH Executive Board comprised of 6 members representing DHHS, DOE and private non-profit early childhood agencies with the following objectives:
 - 2.3.7.1 Ensure all contract obligations are being met consistently;
 - 2.3.7.2 Review the strategic plan quarterly to assess and enhance the strategic planning progress;
 - 2.3.7.3 Review spreadsheets showing program revenues and expenditures;
 - 2.3.7.4 Review and approve work plans and timelines;
- 2.3.8 Contractor shall, as appropriate, work with the designated website vendor(s) in regards to the PORTAL for the Spark NH website to develop capacity to effectively interface with the site, including, but not limited to:
 - 2.3.8.1 Linking the website to state early childhood agencies and organizations;
 - 2.3.8.2 Receiving inquiries generated from the Spark NH website;
 - 2.3.8.3 Linking and/or posting a clearinghouse of early childhood resources to the PORTAL page on the Spark NH website;
 - 2.3.8.4 Linking and/or posting all events created for, requested, or sponsored by Spark NH to the PORTAL website;
- 2.3.9 Contractor shall increase long-term sustainability of Spark NH by leveraging resources to support Spark NH operations and projects including, but not limited to:
 - 2.3.9.1 Pursue other revenue sources to support workforce development efforts;
 - 2.3.9.2 Develop strategic partnerships with funders and businesses in NH



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.575, Federal Agency Health and Human Services, Child Care and Development Block Grant for the provision of services pursuant to Exhibit A, Scope of Services.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhhs.state.nh.us
 - 2.2 Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1 and Exhibit B-2.
 - 2.3 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.
 - 2.4 A final payment request shall be submitted no later than sixty days after the contact ends.
 - 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
 - 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Exhibit B-1 SFY 2014 Budget

BUDGET FORM

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

Bidder Name: Early Learning NH/

Spark NH Infrastructure and Implementation of NH
Budget Request for: Comprehensive Strategic Plan for Early Childhood
(Name of RFP)

Budget Period: Governor & Council Approval-June 30, 2014

Item	Direct Expenses	Indirect Expenses	Total	Allowable Indirect Expenses
1. Total Salary/Wages	\$ 5,950.00	\$ -	\$ 5,950.00	
2. Employee Benefits	\$ 350.00	\$ -	\$ 350.00	
3. Consultants		\$ -	\$ -	
4. Equipment:		\$ -	\$ -	
Rental		\$ -	\$ -	
Repair and Maintenance		\$ -	\$ -	
Purchase/Depreciation		\$ -	\$ -	
5. Supplies:		\$ -	\$ -	
Educational		\$ -	\$ -	
Lab		\$ -	\$ -	
Pharmacy		\$ -	\$ -	
Medical		\$ -	\$ -	
Office		\$ -	\$ -	
6. Travel		\$ -	\$ -	
7. Occupancy		\$ -	\$ -	
8. Current Expenses		\$ -	\$ -	
Telephone		\$ -	\$ -	
Postage		\$ -	\$ -	
Subscriptions		\$ -	\$ -	
Audit and Legal		\$ -	\$ -	
Insurance	\$ 2,000.00	\$ -	\$ 2,000.00	
Board Expenses		\$ -	\$ -	
9. Software		\$ -	\$ -	
10. Marketing/Communications		\$ -	\$ -	
11. Staff Education and Training		\$ -	\$ -	
12. Subcontracts/Agreements		\$ -	\$ -	
13. Other (specific details mandatory):		\$ -	\$ -	
AmeriCorps VISTA fee	\$ 5,000.00	\$ -	\$ 5,000.00	
Meeting Costs			\$ -	
Projects in the NH Comprehensive Strategic Plan for Early Childhood,		\$ -	\$ -	
ELNH Standard Contract Administration	\$ -	\$ 1,155.00	\$ 1,155.00	It is the practice of Early Learning NH to assess an 8% to 10% administrative cost to all grants. This covers costs to administer the grant.
TOTAL	\$ 13,300.00	\$ 1,155.00	\$ 14,455.00	

Indirect As A Percent of Direct

8.7%

Exhibit B-2 SFY 2015 Budget

BUDGET FORM

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

Bidder Name: Early Learning NH/

Spark NH infrastructure and Implementation of NH
Budget Request for: Comprehensive Strategic Plan for Early Childhood
(Name of RFP)

Budget Period: July 1, 2014-December 31, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 5,815.00	\$ -	\$ 5,815.00	
2. Employee Benefits		\$ -	\$ -	
3. Consultants	\$ 13,000.00	\$ -	\$ 13,000.00	
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	\$ 1,000.00	\$ -	\$ 1,000.00	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
AmeriCorps VISTA fee	\$ -	\$ -	\$ -	
Meeting Costs	\$ 3,000.00	\$ -	\$ 3,000.00	
Projects in the NH Comprehensive Strategic Plan	\$ 55,885.00	\$ -	\$ 55,885.00	
ELNH Standard Contract Administration	\$ -	\$ 6,845.00	\$ 6,845.00	
TOTAL	\$ 78,700.00	\$ 6,845.00	\$ 85,545.00	

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

Indirect As A Percent of Direct

8.7%



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

[Handwritten Signature]
2/20/14



- 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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



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



- 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:

2/20/14
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

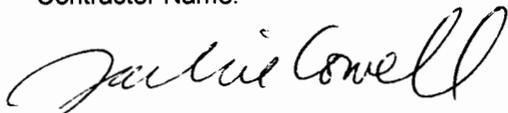
The undersigned certifies, to the best of his or her knowledge and belief, that:

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:

2/20/14
Date


Name: Jackie Cowell
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

2/20/14
Date

Jackie Lowell
Name: Jackie Lowell
Title: Executive Director



**CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:

Jackie Lowell

Name: Jackie Lowell

Title: Executive Director

2/20/14
Date



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:

2/20/14
Date

Jackie Lowell
Name: Jackie Lowell
Title: Executive Director



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "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.
8. "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.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "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.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. 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.



Use and Disclosure of Protected Health Information

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. 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.

Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
3. 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.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. 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.



6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

Termination for Cause

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

[Handwritten Signature]
2/20/14



Miscellaneous

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. 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.
3. 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.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. 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.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name:

2/20/14
Date

Jackie Cowell
Name: Jackie Cowell
Title: Executive Director

State Agency Name:

2/26/14
Date

Mary Inoué
Name:
Title:



**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:

2/20/14
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?

X NO _____ YES

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

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

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

_____ NO X YES

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

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

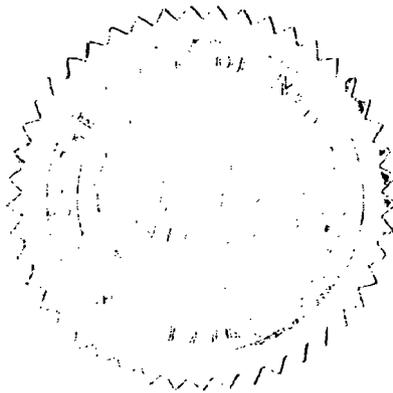
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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 paid the fees required by law.



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Carol H. Michael, hereby certify that I am the Secretary of the Board of Directors of Early Learning New Hampshire and that by consent of the Board of Directors at a regular meeting held on Wednesday, February 19, 2014, the following vote was adopted and is in effect until January 31, 2015:

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 25th day of February, 2014.



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

State of NEW HAMPSHIRE

County of MERRIMACK

The foregoing instrument was acknowledged before me this 25th day of February, 2014 by Carol H. Michael.



Notary Public

My Commission Expires: 8/24/2016

EARLY LEARNING NEW HAMPSHIRE

Financial Statements
December 31, 2012 and 2011

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

TABLE OF CONTENTS

INDEPENDENT ACCOUNTANT'S REPORT	1
 FINANCIAL STATEMENTS	
Statements of Financial Position	2
Statements of Activities	3
Statements of Functional Expenses	4
Statement of Cash Flows.....	5
Notes to Financial Statements	6 - 9
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	10

McLarney & Company, LLC

Certified Public Accountants & Business Advisors

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

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

INDEPENDENT AUDITOR'S REPORT

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

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

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

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

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

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

EARLY LEARNING NEW HAMPSHIRE

Statements of Financial Position

December 31, 2012 and 2011

ASSETS

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

LIABILITIES AND NET ASSETS

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

See Accompanying Notes and Accountant's Report

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

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

See Accompanying Notes and Accountant's Report

EARLY LEARNING NEW HAMPSHIRE

Statements of Functional Expenses

For the Years Ended December 31, 2012 and 2011

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

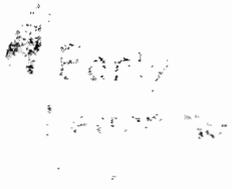
See Accompanying Notes and Accountant's Report

EARLY LEARNING NEW HAMPSHIRE

Statement of Cash Flows
December 31, 2012 and 2011

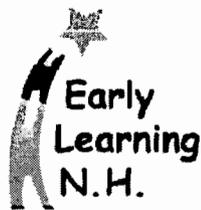
	2012	2011
Cash Flows From Operating Activities		
Net income (loss)	\$ (57,165)	\$ (133,020)
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities		
Depreciation	4,019	3,825
(Increase) decrease in accounts receivable	63,096	103,968
(Increase) decrease in deposits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

See Accompanying Notes and Accountant's Report



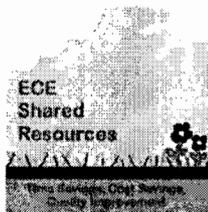
Mission Statement

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



Early Learning
Lasts A Lifetime

Search



Click Here to See How
You Can Benefit

[Who Are We](#) |
 [Provider Services](#) |
 [Member Services](#) |
 [Parents](#) |
 [Contact Us](#) |
 [Home](#)

Position	Name	Company
President	Scott Spradling	The Spradling Group
Vice-President	Kathy Bogle Shields	NH Community Development Finance Authority
Past President	Thomas Rafflo	Northeast Delta Dental
Treasurer	Nannu Nobis	Nobis Engineering
Secretary	Carol Michael	Consultant
	Carolyn Benthien	Benthien Associates
	Dr. George Cushing	SAU 50
	Katharine Eneguess	White Mountains Community College
	Carol Garhart	Holy Cross Early Childhood Center
	Jack Lightfoot	Child & Family Services of NH
	Neal Scott	Neal Scott
	Rep. Mary Jane Wallner	Merrimack Valley Day Care Services, NH House of Representatives



Job Listings

Early Childhood
System Building
Materials

Child Care
Policy

Parent Story &
Fact Sheet

Current
Newsletter

Message Board

[See Answers](#)
[Post an Answer](#)

Why Give?

Early Learning NH
 Two Delta Drive, Concord, NH 03301
 Phone: (603) 226-7900 Fax: (603) 226-7290 info@earlylearningnh.org

LAURA J. MILLIKEN

EDUCATION:

Boston University School of Law, Boston, MA

Juris Doctor, 1992, Honors: Paul J Liacos Scholar

Barnard College, Columbia University, New York, NY

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

PROFESSIONAL EXPERIENCE:

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

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

Legal Advice and Referral Center 2010- 2011, Contract Attorney

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

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

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

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

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

Qualifications of the .6 FTE ECWE

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

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

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

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

Salary: \$39,000

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

JACKIE COWELL

CAREER HIGHLIGHTS

EARLY LEARNING NH CONCORD, NH

2005 to present

Executive Director

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

COMMUNITY CHILD CARE CENTER PORTSMOUTH, NH

2001-2005

Executive Director

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

CHILDREN’S ALLIANCE OF NEW HAMPSHIRE CONCORD, NH

2000-2001

Director of Development and Public Affairs

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

NEW HAMPSHIRE TECHNICAL INSTITUTE CONCORD, NH

1997-2001

Early Childhood Education Adjunct Faculty

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

WHITE BIRCH COMMUNITY CENTER HENNIKER, NH

1990-2000

Executive Director

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

JACKIE COWELL

Page Two

SAVE THE CHILDREN FEDERATION SUDAN FIELD OFFICE, EAST AFRICA

1985-1990

Sponsorship Program Manager

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

Hand-dug Wells Project Manager

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

Relief Food Project Manager

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

U.S. PEACE CORPS MALI, WEST AFRICA

1980-1982

Teacher

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

EDUCATION

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

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

SELECTED PROFESSIONAL AFFILIATIONS

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

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

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

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

Early Learning New Hampshire

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jacqueline Cowell	Executive Director – Early Learning NH	\$71,063	0	0
Laura Milliken	Director – Spark NH	\$80,090	7.4%	\$5,950/SFY

Support Staff "To Be Determined"

Support Staff will be providing administrative assistant duties related to the SPARK NH contract.

SFY14

Early Learning NH

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jacqueline Cowell	Executive Director – Early Learning NH	\$68,993	0	0
Laura Milliken	Director – Spark NH	\$78,429	7.4%	\$5,950

SFY15

Early Learning NH

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jacqueline Cowell	Executive Director – Early Learning NH	\$71,063	0	0
Laura Milliken	Director – Spark NH	\$80,090	0%	0
TBD	Support Staff	\$40,000	14.5%	\$5,815