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

Jeffrey A. Meyers
Commissioner

Maureen Ryan
Director

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

November 21, 2016

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

Area Served: Statewide

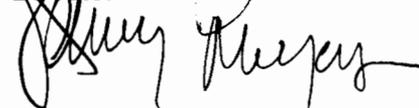
Source of Funds: 100% Federal Funds

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

Respectfully submitted,



Maureen U. Ryan
Director

Approved by: 

Jeffrey A. Meyers
Commissioner



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

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

This 1st Amendment to the Early Learning New Hampshire to Support Spark NH contract (hereinafter referred to as "Amendment #1") dated this, 7th day of November 2016 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Early Learning New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business 2 Delta Drive, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 2, 2015 (item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for four (4) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

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

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

To amend as follows:

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



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

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

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

State of New Hampshire
Department of Health and Human Services

11/22/16
Date

Wall Ryan
NAME
TITLE

Early Learning New Hampshire

11/17/16
Date

Katharine Bogle Shields
NAME KATHARINE BOGLE SHIELDS
TITLE VICE CHAIR

Acknowledgement:

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

Signature of Notary Public or Justice of the Peace

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

**MARYELLEN SCHULE, Notary Public
My Commission Expires August 3, 2027**

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



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

OFFICE OF THE ATTORNEY GENERAL

11/23/16
Date

Stephen B. Bodwell
Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A

Scope of Services

1. Provision Applicable to all Services

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

2. Services to Be Provided

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



Exhibit A

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



Exhibit A

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



Exhibit A

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

Exhibit B-1

BUDGET FORM

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

Bidder Name: Early Learning NH

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

Budget Period: SFY 17 January 17 - June 17

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

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

Indirect As A Percent of Direct

8.7%

Exhibit B-2

BUDGET FORM

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

Bidder Name: Early Learning NH

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

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

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

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

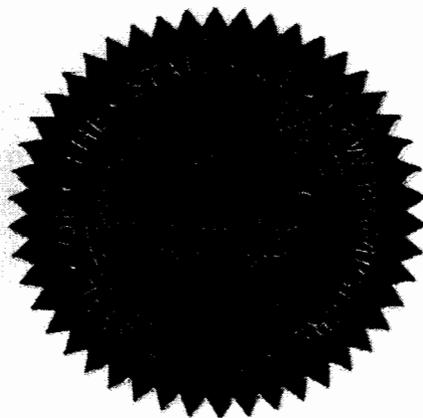
Indirect As A Percent of Direct

8.7%

State of New Hampshire
Department of State

CERTIFICATE

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



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of the resolution duly adopted by the Officers of the Board of Directors of the Agency duly signed on 11-16-16:
(Date)

RESOLVED: That the Vice President, Kathy Bogle Shields
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17 day of November, 2016.
(Date Contract Signed)

4. Kathy Bogle Shields is the duly elected Vice Chair
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Janet Riel
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of MERRIMACK

The forgoing instrument was acknowledged before me this 17 day of Nov, 2016.

By Janet Riel
(Name of Elected Officer of the Agency)

Maryellen Schule
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

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

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2016

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			PHPK999839	4/22/2016	4/22/2017	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
										PRODUCTS - COMP/OP AGG \$ 2,000,000
										\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
							\$			
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$			
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$			
	DED	RETENTION \$					\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB1D18886	4/22/2016	4/22/2017	WC STATU-TORY LIMITS			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A					E.L. EACH ACCIDENT \$ 100,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 100,000		
								E.L. DISEASE - POLICY LIMIT \$ 500,000		

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

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Lucas Sevigny/CVS



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 the Granite State.

Two Delta Drive
Concord, NH 03301
603.226.7900 phone
603.226.7290 fax
info@earlylearningnh.org
www.earlylearningnh.org

EARLY LEARNING NEW HAMPSHIRE

Financial Statements
December 31, 2015 and 2014

EARLY LEARNING NEW HAMPSHIRE
Financial Statements
For The Years Ended December 31, 2015 and 2014

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McLarney & Company, LLC

Certified Public Accountants & Business Advisors

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

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

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of Early Learning New Hampshire (a nonprofit organization), which comprise the statements of financial position as of December 31, 2015 and 2014, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Early Learning New Hampshire as of December 31, 2015 and 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 23, 2016, on our consideration of Early Learning New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Early Learning New Hampshire's internal control over financial reporting and compliance.

McLarney & Company, LLC

McLarney & Company, LLC
June 23, 2016

EARLY LEARNING NEW HAMPSHIRE
Statements of Financial Position
December 31, 2015 and 2014

ASSETS

	<i>Operating Unrestricted</i>	<i>Temporarily Restricted</i>	<i>Permanently Restricted</i>	<i>Total 2015</i>	<i>Total 2014</i>
<u>Current Assets</u>					
Cash	\$ 33,898	\$ -	\$ -	\$ 33,898	\$ 135,021
Accounts Receivable	175,087	-	-	175,087	96,850
Prepaid Expenses	3,812	-	-	3,812	4,051
Deposits	2,100	-	-	2,100	2,100
Total Current Assets	<u>214,896</u>	<u>-</u>	<u>-</u>	<u>214,896</u>	<u>238,023</u>
<u>Fixed Assets</u>					
Office Equipment, Computers	22,752	-	-	22,752	23,637
Accumulated Depreciation	<u>(21,342)</u>	<u>-</u>	<u>-</u>	<u>(21,342)</u>	<u>(21,275)</u>
Total Fixed Assets	<u>1,410</u>	<u>-</u>	<u>-</u>	<u>1,410</u>	<u>2,362</u>
TOTAL ASSETS	<u>\$ 216,307</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 216,307</u>	<u>\$ 240,384</u>

LIABILITIES AND NET ASSETS

<u>Current Liabilities</u>					
Accounts Payable	\$ 4,729	\$ -	\$ -	\$ 4,729	\$ 1,385
Deferred Revenue	1,818	-	-	1,818	450
Accrued Expenses	12,079	-	-	12,079	4,542
Deposit	700	-	-	700	700
Payroll Taxes Payable	179	-	-	179	170
Total Current Liabilities	<u>19,505</u>	<u>-</u>	<u>-</u>	<u>19,505</u>	<u>7,248</u>
<u>Net Assets</u>					
Net Assets	<u>196,802</u>	<u>-</u>	<u>-</u>	<u>196,802</u>	<u>233,136</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 216,307</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 216,307</u>	<u>\$ 240,384</u>

See Accompanying Notes and Accountant's Report

EARLY LEARNING NEW HAMPSHIRE
Statements of Activities
For the Years Ended December 31, 2015 and 2014

	<i>Operating Unrestricted</i>	<i>Temporarily Restricted</i>	<i>Permanently Restricted</i>	<i>Total 2015</i>	<i>Total 2014</i>
<u>Revenue and Support</u>					
Contributions	\$ 41	\$ -	\$ -	\$ 41	\$ 1,718
Foundation Grants	319,250	-	-	319,250	326,288
State Grants	269,063	-	-	269,063	324,598
Membership Dues	29,460	-	-	29,460	32,286
Program Service Revenue	40,108	-	-	40,108	42,438
Rental Income	18,997	-	-	18,997	14,222
Interest Income	19	-	-	19	21
In-kind Donations	11,100	-	-	11,100	15,500
Grants released from restriction	-	-	-	-	-
TOTAL REVENUE AND SUPPORT	688,037	-	-	688,037	757,071
<u>Expenses</u>					
<u>Program Services</u>					
Spark NH	267,069	-	-	267,069	288,745
Membership Services	273,701	-	-	273,701	193,844
Public Policy	47,844	-	-	47,844	46,720
Total Program Services	588,614	-	-	588,614	529,309
<u>Supporting Services</u>					
General & Administrative	109,986	-	-	109,986	97,641
Fund Development	16,563	-	-	16,563	16,331
Lobbying Expenses	9,208	-	-	9,208	8,894
Total Supporting Services	135,758	-	-	135,758	122,866
TOTAL EXPENSES	724,372	-	-	724,372	652,174
Increase (Decrease) in Net Assets	(36,334)	-	-	(36,334)	104,897
NET ASSETS, BEGINNING OF YEAR	\$ 233,136	\$ -	\$ -	\$ 233,136	\$ 128,240
NET ASSETS, END OF YEAR	\$ 196,802	\$ -	\$ -	\$ 196,802	\$ 233,136

See Accompanying Notes and Accountant's Report

EARLY LEARNING NEW HAMPSHIRE

Statements of Functional Expenses

For the Years Ended December 31, 2015 and 2014

	Spark NH	Membership/ Mission Related		Total		Fund Development	Lobbying Expenses	2015 Total Expenses	2014 Total Expenses
		Services	Policy	Program Services	General & Management				
Direct Program Related Expense	95,460	128,340	-	223,800	-	-	-	223,800	217,636
Salaries and Wages	122,600	68,669	43,916	235,185	42,575	15,170	8,464	301,394	282,716
Payroll Taxes	9,565	5,357	3,426	18,348	3,322	1,184	660	23,514	22,280
Employee Benefits	-	544	503	1,047	754	209	84	2,094	2,027
Bookkeeping & Accounting	3,500	-	-	3,500	14,428	-	-	17,928	18,907
Professional Consulting & Legal	10,320	-	-	10,320	705	-	-	11,025	34,695
Conferences & Travel	5,043	291	-	5,334	847	-	-	6,181	6,380
Telephone & Communications	600	1,440	-	2,040	1,872	-	-	3,912	3,239
Meeting Costs & Facilitation	12,152	-	-	12,152	-	-	-	12,152	7,493
Postage	201	-	-	201	205	-	-	406	294
Printing & Reproduction	-	-	-	-	424	-	-	424	593
Dues & Subscriptions	-	-	-	-	285	-	-	285	635
Office Expense	7,629	31	-	7,661	2,159	-	-	9,820	10,915
Marketing & Public Engagement	-	69,027	-	69,027	-	-	-	69,027	1,500
Other Expenses	-	-	-	-	177	-	-	177	150
Insurance	-	-	-	-	4,872	-	-	4,872	4,206
Maintenance & Cleaning	-	-	-	-	186	-	-	186	246
Rent	-	-	-	-	36,225	-	-	36,225	35,513
Total Expenses Before Depreciation	267,069	273,701	47,844	588,614	109,035	16,563	9,208	723,421	649,427
Depreciation Expense	-	-	-	-	951	-	-	951	2,748
TOTALS	267,069	273,701	47,844	588,614	109,986	16,563	9,208	724,372	652,174

See Accompanying Notes and Accountant's Report

EARLY LEARNING NEW HAMPSHIRE
Statement of Cash Flows
For the Years Ended December 31, 2015 and 2014

	2015	2014
Cash Flows From Operating Activities		
Increase (decrease) in net assets	\$ (36,334)	\$ 104,897
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities		
Depreciation	951	2,748
(Increase) decrease in accounts receivable	(78,237)	(34,899)
(Increase) decrease in deposits	-	-
(Increase) decrease in prepaid expenses	240	(1,199)
Increase (decrease) in deferred revenue	1,368	(783)
Increase (decrease) in accounts payable	3,344	(5,279)
Increase (decrease) in other accrued expenses	7,536	2,422
Increase (decrease) in deposit	-	-
Increase (decrease) in payroll taxes payable	9	(5,615)
	(64,789)	(42,605)
Net Cash Provided (Used) by Operating Activities	\$ (101,123)	\$ 62,291
 Cash Flows From Investing Activities		
Plant & equipment purchases	-	-
Net Cash Provided (Used) by Investing Activities	-	-
 NET INCREASE (DECREASE) IN CASH	(101,123)	62,291
 CASH AT BEGINNING OF YEAR	135,021	72,730
 CASH AT END OF YEAR	\$ 33,898	\$ 135,021

See Note 7 - Supplemental Cash Information

See Accompanying Notes and Accountant's Report

EARLY LEARNING NEW HAMPSHIRE
Notes to Financial Statements
December 31, 2015 and 2014

NOTE 1 - SIGNIFICANT ACCOUNTING PRINCIPLES

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

Cash and Cash Equivalents

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

Use of Estimates

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

Advertising

Advertising costs are charged to operations when incurred.

Revenue Recognition

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

Donated Goods and Services

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

Functional Expense Allocation

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

EARLY LEARNING NEW HAMPSHIRE
Notes to Financial Statements
December 31, 2015 and 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES (Continued)

Equipment

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

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

Financial Statement Presentation

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

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

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

Unrestricted

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

Temporarily Restricted

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

Permanently Restricted

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

EARLY LEARNING NEW HAMPSHIRE
Notes to Financial Statements
December 31, 2015 and 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES (Continued)

Income Tax Status

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

In June 2006, the Financial Accounting Standards Board issued interpretation No. 48 ("FIN 48), "Accounting for Uncertainty in Income Taxes" which the Organization elected to adopt in the current year. FIN 48 establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on its tax returns for all open tax years (tax years ended December 2012 – 2014) for purposes of implementing FIN 48, and has concluded that no additional provision for income tax is required in the Organization's financial statements.

NOTE 2 - FIXED ASSETS

At December 31, 2015 and 2014 fixed assets consist of the following:

	2015	2014
Office Equipment, computers	\$22,752	\$23,637
Less: Accumulated Depreciation	(21,342)	(21,275)
Furniture and Equipment, Net	\$1,411	\$2,362

The Organization has depreciation expense of \$951 and \$2,748 for the years ended December 31, 2015 and 2014, respectively.

NOTE 3 - LEASE COMMITMENTS

Early Learning New Hampshire leases its office space under a 5 year lease agreement effective July 1, 2009 that expires June 30, 2014. The Organization has extended its lease to June 30, 2019. The amount included as rent expense for the years ended December 31, 2015 and 2014 is \$36,225 and \$35,513 respectively. This amount includes donated rent of \$9,000 and \$14,000, respectively. The lease commitment for future periods including the sublease is:

2015	27,450
2016	27,900
2017	28,350
2018	28,800
2019 and thereafter	14,400
	\$126,900

EARLY LEARNING NEW HAMPSHIRE
Notes to Financial Statements
December 31, 2015 and 2014

NOTE 4 - CONCENTRATIONS

Approximately 15% of the Organization's support was provided from a single State Grant for the year ended December 31, 2015 and December 31, 2014.

The Organization maintains multiple bank accounts at one bank. Accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended December 31, 2015 and 2014, respectively. Cash at this institution did not exceed Federally insured limits at December 31, 2015 and 2014.

NOTE 5 - ACCOUNTS RECEIVABLE

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

NOTE 6 - DONATED GOODS AND SERVICES

The value of donated goods and services included as contributions in the financial statements and the corresponding program expenses for the years ended December 31, 2015 and 2014, are as follows:

<u>2015</u>	<u>Program Services</u>	<u>General & Management</u>	<u>Total</u>
Rent	\$0	\$9,000	\$9,000
Direct Program Related Expense	2,100	0	2,100
Total	\$2,100	\$9,000	\$11,100
<u>2014</u>	<u>Program Services</u>	<u>General & Management</u>	<u>Total</u>
Rent	\$0	\$14,000	\$14,000
Direct Program Related Expense	1,500	0	1,500
Total	\$1,500	\$14,000	\$15,500

NOTE 7 - SUPPLEMENTAL CASH INFORMATION

	<u>2015</u>	<u>2014</u>
Noncash operating activities:		
Gifts of goods and services	\$11,100	\$15,500
Interest paid	\$0	\$0
Taxes Paid	\$0	\$0

NOTE 8 - SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through June 23, 2016, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the year ended December 31, 2015 and none were found.

McLarney & Company, LLC

Certified Public Accountants & Business Advisors

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

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

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Early Learning New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Early Learning New Hampshire (a nonprofit organization), which comprise the statement of financial position as of December 31, 2015, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated June 23, 2016.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

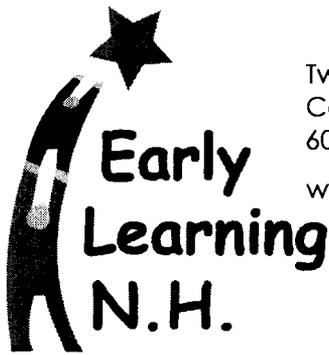
As part of obtaining reasonable assurance about whether Early Learning New Hampshire's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct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

Purpose of this Report

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

McLarney & Company, LLC

McLarney & Company, LLC
June 23, 2016



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Board of Directors November 2016

Early Learning Lasts a Lifetime

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LAURA J. MILLIKEN

EDUCATION:

Boston University School of Law, Boston, MA

Juris Doctor, 1992, Honors: Paul J Liacos Scholar

Barnard College, Columbia University, New York, NY

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

PROFESSIONAL EXPERIENCE:

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

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

Legal Advice and Referral Center 2010- 2011, Contract Attorney

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

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

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

KATHERINE A. BRISSETTE



Experience

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

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

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

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

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

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

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

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

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

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

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

Field Coordinator

Aug 2003 – April 2004 & May 2007 – Feb 2008

EVERY CHILD MATTERS EDUCATION FUND

Concord, NH

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

Intern

Jan 2003 – May 2003

NH BUSINESS PARTNERS FOR EARLY LEARNING

Durham, NH

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

Education

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

May 2003

THE UNIVERSITY OF NEW HAMPSHIRE

Durham, NH

Early Learning NH

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Laura Milliken	Director, Spark NH	\$86,970	0	0
Katie Brissette	Deputy Director, Spark NH	\$65,000	15%	\$10,000
Support Staff	Spark NH Support Staff	\$50,000	45%	\$22,775

TV 17



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

October 26, 2015

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

Sole Source

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

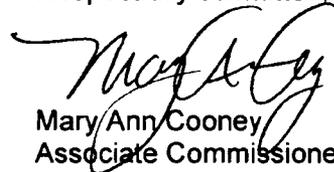
Should Governor and Executive Council not approve this request the State would not be in compliance with Federal Law "Head Start Collaboration; State Early Education and Care [42 U.S.C. 9837b] Sec. 642B(b)(1)(D) (i-iii)" and the State would not receive the funding needed for strategic planning, direction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

Area Served: Statewide

Source of Funds: 100% Federal Funds

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

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

Subject: Early Learning New Hampshire to Support Spark NH

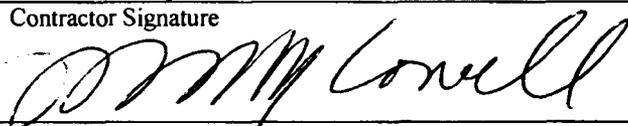
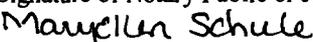
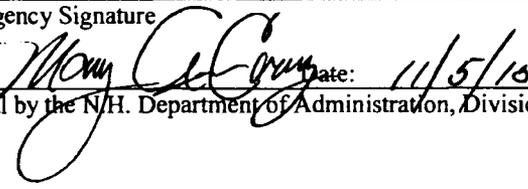
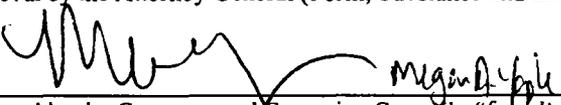
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services Division for Children Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Early Learning New Hampshire		1.4 Contractor Address 2 Delta Drive Concord NH 03301	
1.5 Contractor Phone Number (603) 226-7900	1.6 Account Number 05-095-42-421110-29780000	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$75,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jackie Lowell, Executive Director	
1.13 Acknowledgement: State of NH , County of MERRIMACK On OCTOBER 8 2015 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace MARJELLEN SCHULE			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN 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) (if applicable) By:  Megan D. Fink On: 11/13/15			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provision Applicable to all Services

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

2. Services to Be Provided

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



Exhibit A

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



Exhibit A

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



Exhibit A

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



Method and Conditions Precedent to Payment

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

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
3. Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1 and Exhibit B-2.
4. Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.
5. A final payment request shall be submitted no later than sixty (60) days after the contact ends.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

[Handwritten Signature]
10/8/15

Exhibit B-1

BUDGET FORM

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

Bidder Name: Early Learning NH

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

Budget Period: SFY 16 January 16 - June 16

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

Indirect As A Percent of Direct

8.7%

Exhibit B-2

BUDGET FORM

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

Bidder Name: Early Learning NH

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

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 16,387.50	\$ -	\$ 16,387.50	
2. Employee Benefits	\$ 3,787.50	\$ -	\$ 3,787.50	
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 2,000.00	\$ -	\$ 2,000.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ 2,175.00	\$ -	\$ 2,175.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 400.00	\$ -	\$ 400.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Projects consistent w/ Strategic Plan	\$ -	\$ -	\$ -	
AmeriCorps VISTA	\$ -	\$ -	\$ -	
Meeting Costs	\$ 2,500.00	\$ -	\$ 2,500.00	
Indirect		\$ 2,500.00	\$ 2,500.00	It is the practice of Early Learning NH to assess an 8-10% administrative cost to all grants. This covers costs to administer the grant.
TOTAL	\$ 28,750.00	\$ 2,500.00	\$ 31,250.00	

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 funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

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



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

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



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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

[Handwritten Signature]
[Handwritten Date: 9/18/15]



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

[Handwritten Signature]
[Handwritten Date: 1/10/15]



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

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

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

10/8/15
Date

Contractor Name:

Jackie Lowell
Name: Jackie Lowell
Title: Executive Director

JL
10/8/15



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

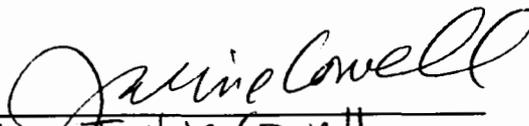
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:

10/8/15
Date


Name: Jackie Lowell
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Handwritten Signature]
[Handwritten Date]



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

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

PRIMARY COVERED TRANSACTIONS

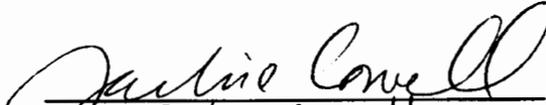
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

10/8/15
Date


Name: Jackie Cowell
Title: Executive Director



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

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

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

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

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

Exhibit G

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

Contractor Initials

Date

10/8/15

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

10/8/15
Date

Jackie Lowell
Name: Jackie Lowell
Title: Executive Director

Exhibit G

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

Contractor Initials

JK

Date

10/8/15



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:

10/8/15
Date

Jackie Lowell
Name: Jackie Lowell
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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

[Signature]
10/8/15



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

[Handwritten Signature]
10/8/15



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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


10/8/15



Exhibit I

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

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

<u>NH DHHS</u>	<u>Early Learning New Hampshire</u>
The State	Name of the Contractor
<u>Mary Conway</u>	<u>Jackie Cowell</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Mary Ann Cooney</u>	<u>Jackie Cowell</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Associate Commissioner</u>	<u>Executive Director</u>
Title of Authorized Representative	Title of Authorized Representative
<u>11/3/15</u>	<u>10/8/15</u>
Date	Date



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

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

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

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

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

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

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

Contractor Name:

10/8/15
Date

Jackie Lowell
Name: Jackie Lowell
Title: Executive Director

JL
10/8/15



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

[Signature]
10/8/15