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max



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

Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
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www.dhhs.nh.gov

June 1, 2018

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

REQUESTED ACTION

- (1) Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to exercise a renewal option and amend an existing **sole source** agreement with Michael F. Kalinowski, Vendor #105260, 11 Nobel K. Peterson Drive, Durham, NH 03824, to conduct and report on the market rate survey of licensed child care programs in the State of New Hampshire, by increasing the price limitation by \$45,159 from \$40,159 to an amount not to exceed \$85,318, and extending the completion date from June 30, 2018 to June 30, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.
- (2) Contingent upon approval of Requested Action (1), authorize the Department of Health and Human Services to provide Michael F. Kalinowski with an advance payment to support initial project activities in an amount not to exceed \$11,289 no later than thirty (30) days from approval of 2020-2021 biennium operating budget, or July 1, 2019, whichever is later.

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

095-042-421110-29780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

State Fiscal Year	Class/ Account	Class Title	Job Number/ Activity Code	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2018	102-500731	Contracts for Prog Svc	42117810	\$40,159	(\$1,310)	\$38,849
2019	102-500731	Contracts for Prog Svc	42117810		\$1,310	\$1,310
2020	102-500731	Contracts for Prog Svc	42117810		\$45,159	\$45,159
			TOTAL	\$40,159	\$45,159	\$85,318

EXPLANATION

This request is a **sole source** because the Market Rate Survey must be completed prior to setting the child care provider rates for the next biennial budget. Dr. Michael Kalinowski performed the past eight (8), Market Rate Surveys for the State of New Hampshire, and already has mechanisms in place to perform a valid and reliable survey.

The purpose of this agreement is to conduct a Child Care Market Rate Survey of all licensed New Hampshire child care providers to determine the cost of licensed child care. The data from this survey will be used to determine subsidy rates for the Child Care Scholarship Program in order to meet the federal requirements in 45 CFR 98.45(b)(2). New Hampshire is federally required to certify that parents with low income, who are eligible for child care assistance, receive subsidies that ensure equal access to comparable child care services as those not receiving subsidies.

Access to reliable child care is essential for parents with low-incomes receiving subsidies through the NH Child Care Scholarship Program in order for them to be able to go to work; go to school; or participate in structured job search activities. Access to reliable child care services, can promote children's learning and healthy development.

Families with low incomes will benefit from the continuance of available child care subsidies available through the NH Child Care Scholarship Program.

Dr. Kalinowski has performed the Market Rate Survey since 1999 and his survey meets all requirements of the Child Care and Development Fund Block Grant. He has extensive knowledge of the nuances of the child care provider system in New Hampshire; has been tracking trends; and is known and trusted by the child care provider community.

This agreement has the option to renew up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Department is satisfied with the services and is requesting approval to exercise two (2) of the three (3) years of the renewal option that is available. No additional extensions will be requested. These services will be re-procured through a competitive bidding process prior to the expiration of this Amendment.

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

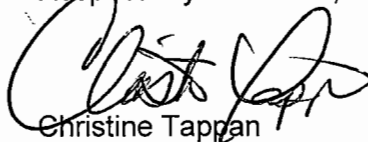
Should the Governor and Executive Council not authorize this request, the State would not be in compliance with the Child Care Scholarship Program requirements found in Federal Regulation §98.45(b) (2) and New Hampshire Administrative Rules He-C 6910.18. These rules and regulations require a market rate survey be completed every two years in order to determine amounts charged to families by licensed child care programs. Market rate survey information is used, to set child care scholarship reimbursement rates. Noncompliance of Child Care Scholarship Program requirements will result in a reduction of federal funds that support the Child Care Scholarship Program, which will cause financial hardship for working families and parents participating in structured job search activities and possibly lead to job loss due to parents not being able to find affordable child care.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the Child Care Development Fund, CFDA #93.575, FAIN 1701NHCCDF and 1801NHCCDF.

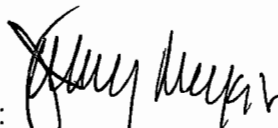
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved By:



Jeffrey A. Meyers
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Market Rate Survey for Child Care Providers in New Hampshire

This 1st Amendment to the Market Rate Survey for Child Care Providers in New Hampshire contract (hereinafter referred to as "Amendment #1") dated this 30th day of May, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Michael F. Kalinowski, (hereinafter referred to as "the Contractor"), an individual with a place of business at 11 Nobel K. Peterson Drive, Durham, New Hampshire 03824.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 24, 2018, Item #6, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$85,318.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. Delete Exhibit B-1, Budget Worksheet in its entirety and replace with Exhibit B-1 Amendment #1.
6. Add Exhibit B-2, Budget Worksheet.
7. Add Exhibit B-3, Budget Worksheet
8. Delete Exhibit K, DHHS Information Security Requirements, dated 6/2017 and replace with Exhibit K, DHHS Information Security Requirements, V4. Last update 04.04.2018.

**New Hampshire Department of Health and Human Services
Market Rate Survey for Child Care Providers in New Hampshire**



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

6/4/18
Date

[Signature]
Name: Christina Tappa
Title: Associate Commissioner

CONTRACTOR NAME

5-31-18
Date

[Signature]
Name: MICHAEL KALINOWSKI
Title: MAY 31, 2018

Acknowledgement of Contractor's signature:

State of NH, County of Stafford on 5-31-18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Signature of Notary Public or Justice of the Peace

JO-ANNE G. BOYNTON Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

JO-ANNE G. BOYNTON
Notary Public - New Hampshire
My Commission Expires
January 27, 2021



Michael F. Kalinowski

Amendment #1



**New Hampshire Department of Health and Human Services
Market Rate Survey for Child Care Providers in New Hampshire**

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

OFFICE OF THE ATTORNEY GENERAL

6/6/16
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

MLK

**Exhibit B-1 Amendment #1
SFY 2018**

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Bidder/Program Name: Michael F. Kallnowski											
Budget Request for: Market Rate Survey of New Hampshire Child Care Providers											
Budget Period: Upon Governor Approval (November 2017) - June 30, 2018											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salary/Wages	\$ 32,519.00	\$ -	\$ 32,519.00	\$ 934.00	\$ -	\$ 934.00	\$ 31,585.00	\$ -	\$ 31,585.00		
2. Employee Benefits	\$ 1,946.00	\$ -	\$ 1,946.00	\$ -	\$ -	\$ -	\$ 1,946.00	\$ -	\$ 1,946.00		
3. Consultants	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ -	\$ 1,600.00		
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ 831.00	\$ -	\$ 831.00	\$ -	\$ -	\$ -	\$ 831.00	\$ -	\$ 831.00		
6. Travel	\$ 253.00	\$ -	\$ 253.00	\$ 253.00	\$ -	\$ 253.00	\$ -	\$ -	\$ -		
7. Occupancy	\$ -	\$ 870.00	\$ 870.00	\$ -	\$ 870.00	\$ 870.00	\$ -	\$ -	\$ -		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ 314.00	\$ -	\$ 314.00	\$ -	\$ -	\$ -	\$ 314.00	\$ -	\$ 314.00		
Postage	\$ 658.00	\$ -	\$ 658.00	\$ -	\$ -	\$ -	\$ 658.00	\$ -	\$ 658.00		
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Printing	\$ 990.00	\$ -	\$ 990.00	\$ -	\$ -	\$ -	\$ 990.00	\$ -	\$ 990.00		
Incentives	\$ 825.00	\$ -	\$ 825.00	\$ -	\$ -	\$ -	\$ 825.00	\$ -	\$ 825.00		
TOTAL	\$ 40,038.00	\$ 870.00	\$ 40,908.00	\$ 1,187.00	\$ 870.00	\$ 2,057.00	\$ 38,849.00	\$ -	\$ 38,849.00		

Indirect As A Percent of Direct

2.2%

Market Rate Survey of New Hampshire Child Care Providers
Michael F. Kallnowski
Exhibit B-1 Amendment #1 SFY 2018

Contractor Initials: _____
Date: _____

**Exhibit B-2
Budget Worksheet**

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

Bidder/Program Name: **Michael Kalinowski**

Budget Request for: **Market Rate Survey of New Hampshire Child Care Providers**

Budget Period: **SFY 2019**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total
1. Total Salary/Wages	\$ 1,144.00	\$ -	\$ 1,144.00	\$ -	\$ -	\$ -	\$ 1,144.00	\$ -	\$ 1,144.00
2. Employee Benefits	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ -	\$ -	\$ 80.00	\$ -	\$ 80.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 11.00	\$ -	\$ 11.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ 11.00
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Incentives (Gift cards for Public Forum drawing)	\$ 75.00	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ 75.00	\$ -	\$ 75.00
TOTAL	\$ 1,310.00	\$ -	\$ 1,310.00	\$ -	\$ -	\$ -	\$ 1,310.00	\$ -	\$ 1,310.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials: _____

Date: _____



**Exhibit B-3
Budget Worksheet**

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

Bidder/Program Name: **Michael Kalnowski**

Budget Request for: **Market Rate Survey of New Hampshire Child Care Providers**

Budget Period: **SPY 2020**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 37,545.00	\$ -	\$ 37,545.00	\$ 1,178.00	\$ -	\$ 1,178.00	\$ 36,367.00	\$ -	\$ 36,367.00
2. Employee Benefits	\$ 2,076.00	\$ -	\$ 2,076.00	\$ -	\$ -	\$ -	\$ 2,076.00	\$ -	\$ 2,076.00
3. Consultants	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 831.00	\$ -	\$ 831.00	\$ -	\$ -	\$ -	\$ 831.00	\$ -	\$ 831.00
6. Travel	\$ 253.00	\$ -	\$ 253.00	\$ 253.00	\$ -	\$ 253.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,308.72	\$ -	\$ 1,308.72	\$ 1,308.72	\$ -	\$ 1,308.72	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 361.00	\$ -	\$ 361.00	\$ 96.00	\$ -	\$ 96.00	\$ 265.00	\$ -	\$ 265.00
Postage	\$ 845.00	\$ -	\$ 845.00	\$ -	\$ -	\$ -	\$ 845.00	\$ -	\$ 845.00
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 575.00	\$ -	\$ 575.00	\$ -	\$ -	\$ -	\$ 575.00	\$ -	\$ 575.00
Incentives	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
TOTAL	\$ 47,894.72	\$ -	\$ 47,894.72	\$ 2,835.72	\$ -	\$ 2,835.72	\$ 45,159.00	\$ -	\$ 45,159.00
Indirect As A Percent of Direct			0.0%						

Contractor Initials: _____

Date: _____



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

MLC

5/31/10

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

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

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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5/31/19

AMICA MUTUAL INSURANCE COMPANY

Lincoln, Rhode Island

PAGE 1 OF 2

DECLARATIONS

PERSONAL UMBRELLA LIABILITY POLICY NO. 7906282255

NAMED INSURED AND ADDRESS

POLICY PERIOD: 12:01 A.M., STANDARD TIME

From: JUNE 4, 2018

To: JUNE 4, 2019

MICHAEL KALINOWSKI AND
FANNY KALINOWSKI
11 NOBEL K PETERSON DR
DURHAM NH 03824

WE WILL PROVIDE THE INSURANCE DESCRIBED IN THIS POLICY IN RETURN FOR PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY:

POLICY LIMIT

LIABILITY COVERAGE: \$1,000,000 IN EXCESS OF UNDERLYING INSURANCE
UNINSURED MOTORISTS COVERAGE: \$1,000,000 IN EXCESS OF UNDERLYING INSURANCE

DEDUCTIBLE: \$500

LOSS ASSESSMENT DEDUCTIBLE: \$50,000

LIABILITY COVERAGE PREMIUM: \$166.00
UNINSURED MOTORISTS COVERAGE PREMIUM: \$15.00
TOTAL POLICY PREMIUM: \$181.00

REQUIRED MINIMUM LIMITS FOR UNDERLYING INSURANCE ARE LISTED ON THE REVERSE SIDE OF THIS FORM.
THESE DECLARATIONS TOGETHER WITH POLICY JACKET AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE
NUMBERED POLICY.

SCHEDULE OF UNDERLYING INSURANCE

DESCRIPTION

LIMITS OF INSURANCE

A. AUTO LIABILITY	BODILY INJURY	\$250,000 EACH PERSON	\$500,000 EACH ACCIDENT
	PROPERTY DAMAGE		\$100,000 EACH ACCIDENT
UNINSURED MOTORISTS	BODILY INJURY	\$250,000 EACH PERSON	\$500,000 EACH ACCIDENT
X 3. PERSONAL LIABILITY			\$500,000 EACH OCCURRENCE
PERSONAL LIABILITY			\$500,000 EACH OCCURRENCE
E. WATERCRAFT LIABILITY			NONE

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MICHAEL F. KALINOWSKI

Email: m.kalinowski@unh.edu

CURRENT POSITION

Consultant: Carsey School of Public Policy, University of New Hampshire
New Hampshire Review of Child Support Policies and Procedures
State of NH Child Development Bureau Child Care Market Rates
State of New Hampshire: True Costs of Child Care
Child Sexual Molestation Outside the Home

PREVIOUS POSITION

Associate Professor Emeritus (as of 5/22/15)
Human Development & Family Studies, University of New Hampshire
2013-2015 Coordinator, UNH Asian Studies Minor
2010-2015 Coordinator, Child Life Minor
Faculty Affiliate, Latin American Studies Minor, Justice Studies
2009-2010 Rand Stearns Professor
2007 Discovery FITSI Summer Fellow
2005-2008 UNH Davis Inquiry Fellow
2005-2015 Coordinator, Graduate/Undergraduate Child Advocacy Specialization
2003-2005 Chairperson of Family Studies
2001-2003 Rand Stearns Professor
1987-1996 Director, Child Study and Development Center
1986-1989 Research Associate, Family Research Laboratory
1982-1985 Chairperson of Family Studies
1980-1996 Director, The Child and Family Center

OTHER ACADEMIC/ADMINISTRATIVE EXPERIENCE

Visiting Professor of Asian Studies at Kansai-Gaidai University, Hirakata, Japan.
Instructed "Asian Families" course to international students and "Writing and Research in the Social Sciences" course to Japanese students. (2000-2001).

Visiting Professor of Developmental Psychology, Hangzhou University, Hangzhou, China.
Instructed graduate course on advanced developmental theory and a seminar for faculty on current issues in child and family studies. Researched early childhood programs and teacher training methods (1994-95).

Director, University of Tennessee Child Development Laboratories and **Assistant Professor**, Curriculum and Instruction (College of Education). Also **Assistant Professor**, Child and Family Studies (College of Home Economics) Coordinated new joint undergraduate K-3 teacher training program. Developed and directed five child care, preschool, infant-toddler, and parent cooperative programs to support teacher training and research. (1976-80).

Director, Parents and Children, Department of Education, Xavier University, Cincinnati, Ohio. Created and administered federal Parent and Child Center and Head Start program serving 120 children under six and their parents which received national attention.

Research Associate, ANISA Project, University of Massachusetts. Responsible for drafting the model's theory of development and for helping implement the model in pilot sites in Maine, Massachusetts, Connecticut, and Missouri.

Administrative Internships

UNESCO: Paris, France.
IBM: Cleveland and Boston

Kindergarten Teacher, Ecole St. Trinité, Port-au-Prince, Haiti

EDUCATION

1976 Ed.D. University of Massachusetts
Child Development and Early Education

1972 M.Ed. University of Massachusetts
Human Development

1970 B.A. Bennington College
Theater, Social Science

EXPERT WITNESS TESTIMONY AND CONSULTATIONS

- 2017 **DC** Patrick Malone & Associates, P.C. Collins v. Boy Scouts of America. (Patrick Malone). Hired on behalf of defendant. *Retained 10/24.*
- 2017 **IL/IND** Hurley McKenna & Mertz/PCVA. Doe v. Boy Scouts of America. (Evan Smola/Michael Pfau). Hired on behalf of defendant. *Retained 8/28.*
- 2017 **NJ** NagelRice/Simmons Cummis & Gross. Doe et al. v. Boy Scouts of America, et al. (Bradley L. Rice/Michael Geraghty). Hired on behalf of defendant. *Retained 7/10.*
- 2017 **IL** Steven J. Rosenberg. Jane Doe v. Chicago Public Schools, Brentano Math and Science Academy Elementary School, and Ivan Cotto. *Retained 6/14.*
- 2017 **CT** Fazzano & Tomasiewicz. Hector Doe v. Norwich Roman Catholic Diocesan Corporation et. al. (Patrick Tomasiewicz). Hired on behalf of defendant. *Retained 5/4.*
- 2017 **IL** Lane Lane. John Doe v. Boy Scouts of America, Three Fires Council et al. (Mark Brown, Esq.). Hired on behalf of defendants. *Retained 2/2. Deposition. Case scheduled for April 2018.*
- 2016 **CT** Bartlett Burns LLC. John Roe 1-4 v. Boy Scouts of America Corp., et al. Hired on behalf of defendants. (Frank C. Bartlett, Jr., Esq.). *Retained 1/27. Two depositions. Cases settled.*
- 2016 **NY** Gair Gair Conason. L Ynoquio and D. Ynoquio et al v. The Roman Catholic Diocese of Brooklyn, St. Patricks' Roman Catholic Church, Brooklyn, Frank Shgannon, Stephen P. Lynch,

Angelo Serrano and Dorothy Bennet Mercy Center, Inc. (Peter J. Saghir, Esq.). Hired on behalf of plaintiffs. *Retained 2/9. Report. Case currently at NY Supreme Court.*

- 2015 **IL** Steven J. Rosenberg and Paul Mones. Jessica Vasquez and Olivia Lozada v. Boys and Girls Clubs of America, Inc., Boys and Girls Clubs of Chicago, and Dale Hoddenbach. Hired on behalf on plaintiffs. *Retained.6/4. Expert Report and later Addendum. Deposed 8/15/2015. Case settled.*
- 2015 **MN** Jeff Anderson & Associates PA. Doe (8, 9, 17) v. The National Boy Scouts of America Foundation d/b/a The Boy Scouts of America, Gamehaven Council, Inc. Boy Scouts of America; St. Pius Catholic Church of Rochester, MN; and Richard Hokanson. *Retained March 23. Expert Report. Cases settled.*
- 2013 **CT** Silver Golub & Teitell. John Doe C v. Fairfield County Council of Boy Scouts of America, Inc.; Connecticut Yankee Council, Inc., Boy Scouts of America; The Boy Scouts of America Corporation. (Paul Slager, Esq). Hired on behalf of plaintiffs. *Retained 12/23. Deposition. Court testimony. Jury award of \$7 million plus punitive damages to plaintiff, and found Boy Scouts negligent and reckless, and in violation of the CT Unfair Trade Practices Act. CT Supreme Court reviewed and amended decision.*
- CT** Silver Golub & Teitell. John Roe D v. Fairfield County Council of Boy Scouts of America, Inc.; Connecticut Yankee Council. Inc., Boy Scouts of America; The Boy Scouts of America Corporation. Hired on behalf of plaintiff. Multiple molestations by BS leader. *Deposition. Case settled on morning of second trial.*
- 2011 **TX** Mathis & Donheiser. Plaintiffs v. The Roman Catholic Diocese and St. Pius X Catholic Parish. Hired on behalf of defendants. *Document reviews and advice.*
- 2008 **CT** Silver Golub & Teitell. John Doe B v. Fairfield County Council of Boy Scouts of America, Inc.; Connecticut Yankee Council, Inc., Boy Scouts of America; The Boy Scouts of America Corporation. *Videotape. Deposition. Case settled.*
- 2007 **CT** Silver Golub & Teitell. John Doe A v. Fairfield County Council of Boy Scouts of America, Inc.; Connecticut Yankee Council, Inc., Boy Scouts of America; The Boy Scouts of America Corporation. *Videotape. Deposition. Case settled.*
- 2006 **NH** Wiggins & Nourie. Cvinar/Cvinar v. Ouellette individually and d/b/a Gael's Family Day Care. *Document reviews and advice.*
- 1998 **MA** Melick & Porter on behalf of a BSA entity in an alleged child sexual molestation case in New England. *Limited involvement.*
- 1998 **NY** Gallagher Gosseen Faller Kaplan & Crowley. Castro/Phelps v. Boy Scouts & Greater NY Councils (Ten Mile River – Camp Keowa case). Hired by on behalf of defendants. *Document reviews and advice.*
- 1993 **TX** Frank Branson & Associates. Mr. & Mrs. Lane (on behalf of their sons) v. YMCA Metro Dallas and National Council of YMCAs of the USA., Dallas, TX Multiple child (N=40+) molestation by David Wayne Jones in YMCA programs. *Deposition and court testimony. Jury found YMCA of Metropolitan Dallas guilty of gross negligence and the National YMCA guilty of negligence.*

PROFESSIONAL ORGANIZATIONS AND BOARDS

2013-	World Forum Foundation, International Advisory Group
2006-2008	New Hampshire Task Force on Sexual Abuse Prevention
2001-2004	New England Workforce Partners in Early Education
1990-1999	Board, National Coalition for Campus Child Care President, 1995-1997; Vice President, 1993-1995; Past President 1997-98
1989-1992	National Association of Teacher Educators National Commission on Early Childhood Teacher Education
1988-2000	Association Mondiale pour L'Education Prescolaire
1987-1990	Advisory Committee, Infants and Children, Seacoast Foundation
1987- 2000	Advisory Committee, Exchange Press Director's Network
1986-1996	National Organization of Child Development Laboratory Schools Steering Committee, 1987-1990; V.P.1988-89, Elections Chair, 1989-90
1981-1996	Council of Child Development Laboratory Administrators President, 1983-86; Vice President, 1982-83; Editor, 1987-1990

COMPETITIVE GRANTS AND OTHER CONTRACTS

NH Division of Child Support Services - Review of Policies and Practices (Smith, Kalinowski, and Baughman)	2017
DHHS-NH Child Care & Early Education Market Rate Survey (Also 2015, 2013, 2011, 2007, 2005, 2003, 2001, 1999)	2017
DHHS-NH-Div. Family Assistance True Cost of Care Phase II	2013
SPARK NH Higher Ed Inventory for EC Prof in Health & Human Services	2013
Tillotson Foundation/North Country Council – True Cost of Care Pilot Study	2012
SERESC: PTAN Challenging Behaviors Survey	2010
NH Division of Child Support Services – Quadrennial Review of Policies/Practices (Smith, Kalinowski, and Baughman)	2008
DHHS-NH Child Care & Early Education Market Rate Survey Addition	2008
UNH Development Office Outdoor Learning Laboratory	2002
UNH Instructional Technology Pettee Hall Technology Consortium	2002
NH Center for Public Policy Studies Child Care Crisis in NH	2001

UNH Undesignated Gifts Instructional Technology	1999
UNH Faculty Development Grant International Family Research	1997
IBM /WFD Child Care Administrative Software Standards	1996
SHHS Faculty Scholar Child Development Laboratories in the US	1994
Faculty Development Fund Early Childhood Programs in Japan	1993
Unrestricted University Gifts Full Day Kindergarten	1993
Unrestricted University Gifts Computer Observations of Children	1992
Partners of the Americas Improving Early Education in Brazil	1991
Whiting Foundation for Analyses of French Ecole Maternelle Designs	1987

PUBLICATIONS

Kalinowski, M. and Kalinowski, F. (2016)). Final report of the 8th New Hampshire child care & early education market rate survey. Concord, NH: DHHS, Child Development Bureau.

Kalinowski, M. (2014) Every child matters. In Ganong, L. and Coleman, M. Social history of American families. Thousand Oaks, CA: Sage Press.

Kalinowski, M. and Kalinowski, F. (2014). Final report of the 8th New Hampshire child care & early education market rate survey. Concord, NH: DHHS, Child Development Bureau.

Kalinowski, M. and Smith, M. (2013). Child support. In R. Emery (Ed.), Cultural sociology of divorce. Thousand Oaks, CA: Sage Press.

Kalinowski, M. (2013). New Hampshire. In R. Emery (Ed.), Cultural sociology of divorce. Thousand Oaks, CA: Sage Press.

Smith, M. and Kalinowski, M. (2013). Social issues regarding child support. In R. Emery (Ed.), Cultural sociology of divorce. Thousand Oaks, CA: Sage Press.

Kalinowski, M. (2012). True cost final report: Phase I. Concord, NH: Tillotsen Foundation.

Kalinowski, M. (2012, Nov/Dec). Centre de la petite enfance de McGill. Exchange.

Kalinowski, M., (2012) September/October. Jardin dos pequeñitos. Exchange.

Kalinowski, M. and Kalinowski, F. (2012). NH Afterschool Care: Perspectives of Superintendents, Principals, and Licensed & Exempt Providers. Manchester: BOOST NH.

Kalinowski, M. and Iokepa-Guerrero, N. (2011, November). Pūnana Leo, Hawaii. Exchange.

Kalinowski, M. and Kalinowski, F. (2011). Children with challenging behaviors: Survey results

from administrators and teachers in licensed early childhood programs in New Hampshire: PTAN Final Report. Manchester, NH: SERESC.

Kalinowski, M. (2011, September). Maria's Preschool, Asunción, Paraguay. *Exchange*.

Kalinowski, M. and Kalinowski, F. (2012). Final report of the 7th New Hampshire child care & early education market rate survey. Concord, NH: DHHS, Child Development Bureau.

Kalinowski, M. (2011, May). Ospedale degli Innocenti, Florence, Italy. *Exchange*, 199, 94-95.

Kalinowski, M. (2011, March). Presidio Child Development Center, San Francisco, California *Exchange*, 198, 86-87.

Kalinowski, M and Ruset, D. (2011, January). Mihai Eminescu Preschool, Târgu Jiu, Romania, *Exchange*, 197.

Kalinowski, M. and Cohen, T. (2010, November). St. Anne's Crèche, Woodstock, S. Africa, *Exchange*, 196.

Kalinowski, M. (2010, September). Lu Nistou, Beaulieu-sur-Mer, France, *Exchange*, 195.

Kalinowski, M. and Kalinowski, F. (2010). *Child care and early childhood market rates and trends in New Hampshire: Final Report*. Concord, NH: Child Development Bureau.

Kalinowski, M. (2010, July). Pine Grove School, Falmouth, Maine, *Exchange*, 194.

Kalinowski, M. (2010, March). Early childhood in the new China: Suzhou. *Exchange*, 190.

Kalinowski, M. (2010, January). Mother Earths Charter School: Canada. *Exchange*, 189.

Smith, M., Kalinowski, M., Baughman, R., and Henly, M. (2009). *New Hampshire child support guidelines review and recommendations*. Concord, NH: Division of Child Support Services.

Kalinowski, M. (2009, November). Scoil Iognaid Ris: Ireland. *Exchange*, 188.

Kalinowski, M. (2009, May). St. Mary's Kindergarten, Kyoto. *Exchange*, 187.

Kalinowski, M. (2009, March). Ecole Maternelle du Port, Nice *Exchange*, 186, 78-79.

Kalinowski, M. (2009, January). Dubai American Academy. *Exchange*, 185, 82-83.

Kalinowski, M. and Kalinowski, F. (2008). *Child care and early childhood market rates in New Hampshire: Final Report*. Concord, NH: Child Development Bureau.

Kalinowski, M. (2008). *Elegant interior and exterior play spaces for young children. Proceedings: Centre for Early Childhood Development & Education*. Dublin, IE: CECDE.

Kalinowski, M. and Kalinowski, F. (2008). *Special report on New Hampshire childcare and early education market rates*. Concord, NH: DHHS Child Development Bureau.

Ruset, D. and Kalinowski, M. (2008). *Is Romanian mothers' employment status during a child's first year of life correlated with school-age children's behavior problems?* Saarbrücken, Germany: VDM Verlag.

- Kalinowski, M. (2008, November). UNH Child Study and Development Ctr. *Exchange*, 184, 78-79.
- Kalinowski, M. (2008, September). Oni Memorial Children's Hospital Toy Library, Nigeria. *Exchange*, 183, 86.
- Kalinowski, M. (2008, July). Ludoteca Movil, Paraguay. *Exchange*, 180, 82-83.
- Kalinowski, M. (2008, May). Univ. of Hawaii at Manoa Children's Center. *Exchange*, 179, 98-99.
- Kalinowski, M. (2008, March). The nature through children's look. *Exchange*, 180, 82-83.
- Kalinowski, M. (2008, January). Peter & Jane. *Exchange*, 179, 98-99.
- Kalinowski, M. (2007, September). StarBright Learning Exchange: A program showcase. *Exchange*, 177, 37-38.
- Kalinowski, M. et al. (2007). "Abuse, Sexual", "Head Start", "Laboratory Schools", "Montessori Pedagogy", "Rousseau". In R. New and M. Cochran (Eds.). Early Childhood Education: An International Encyclopedia. Westport, CT: Greenwood.
- Kalinowski, M. and Kalinowski, F. (2006). NH Child care and education market rate survey: Final report - MR #4. Concord, NH DHHS-BCD.
- Kalinowski, M. (2006). Traditional and new forms of higher education. *Exchange*, 170, 30-33.
- Kalinowski, M. (2005). The UNH Pettee Hall Technology Project: An Interim Report. *World Conference on Educational Multimedia, Hypermedia and Telecommunications Proceedings*. Association for the Advancement of Computing in Education.
- Buckleitner, W. and Kalinowski, M. (2005). Trends in software for children under six. *Exchange*. Pp. 66-70.
- Kalinowski, M. and Xu, F. (2005). NH Child care and education market rate survey: Final report - MR#3. Concord, NH: DHHS-BCD.
- Kalinowski, M. (2004). Introducing Technology to Faculty. *International Conference on Social Sciences Abstracts*. ISSE.
- Kalinowski, M. and Xu, F. (2002). NH Early care and education market rate survey: final report - MR #2. Concord, NH: DHHS-BCD.
- Kalinowski, M. (2002). The special nature of management software. *Child Care Information Exchange*. 146, Pp. 79-81.
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- Kalinowski, M. (2001). Educational technology in 2000: Light speed ahead, with mild turbulence. *The Information Technology and Childhood Education Annual*, 281-291.
- Kalinowski, M. (2001). Program showcases. *World Forum on Early Care and Education Abstracts*. Athens, GR.

- Kalinowski, M. (2000). Child care administrative software: questions from the field. *Child Care Information Exchange*. 134, Pp. 81-85.
- Kalinowski, M. (2000). Campus child care. In Wertz, R. [Ed.]. College and University Business Administration Handbook. Washington, DC: NACUBO.
- Kalinowski, M. (2000). NH Child care market rate survey: final report - MR#1. Concord, NH: DHHS-BCD.
- Kalinowski, M. (2000). Program showcases. *World Forum on Early Care and Education Abstracts*. Singapore.
- Kalinowski, M. (1998). Child care administrative software: what directors have to say. *Child Care Information Exchange*. 119, Pp. 28-32.
- Kalinowski, M. (1998). Selecting Child Care Administrative Software. *Child Care Information Exchange*. 121, Pp. 63-70.
- Kalinowski, M. (1996). "Stewardship in early childhood". *Campus Child Care News*. Vol. 11, 3, p. 1.
- Kalinowski, M. (1995). Early childhood abroad. *CCDLA Bulletin*. Vol. 6, 2, Pp. 1, 5.
- Kalinowski, M. and Silva, J. (1994). New England & Céara, Brazil: Technological Partners Across Americas. *Proceedings of the International Conference on Technology and Education*, London, March.
- Kalinowski, M. (1993). *Types of campus programs for children in the United States*. Cascade, WI: NCCCC Press.
- Kalinowski, M. (1993). *Financial aspects of campus programs for children in the United States*. Cascade, WI: NCCCC Press.
- Moran, MJ and Kalinowski, M. (1993). (Eds.). Redefining practices and curricula in response to diversity. Durham, NH: *CCDLA Monograph*.
- Kalinowski, M. (1993). Teaching about difference in the absence of diversity. *NOCDSL Bulletin*, Fall, Pp. 6-7.
- Kalinowski, M. (1993). A thumbnail sketch of programs for children on campus. *CCDLA Bulletin*, 4, 1, p. 3.
- Kalinowski, M. (1992). Nanosecond children: early education "sans frontieres". *Proceedings: Ninth International Conference on Technology and Education*, 3, 1244-1246.
- Woodward, W. R. and Kalinowski, M.F. (1992). Child care in East Berlin: An update. *Child Care Information Exchange*, 84, 5-8.
- Kalinowski, M. (1992). UNH Child study and development center: discovering new worlds. *Common Ground*. February. p. 11.
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Kalinowski, M. and Brym, P. (1991). "HyperLottery", HyperObserver", HyperInventory" and "Hyper-Emergency Card". In Norder, M. (Ed.), Reference Guide to Macintosh in Higher Education. Cupertino: Apple Press.

Kalinowski, M. (1991). Technology, education and children: future visions and present conditions. *Proceedings of the Eighth International Conference on Technology and Education*.

Johnston, J, et al. (1991). Proposed National Certification Standards for Teachers of Children from Birth Through Age Eight. *Young Children*.

Kalinowski, M. and Brym, P. (1991). Intergenerational computer collaborations. *Proceedings: 12th Educational Computing Organization of Ontario*.

Kalinowski, M. and Brym, P. (1990). Hypercard applications for training and research. *Proceedings: Seventh International Conference on Technology and Education*.

Kalinowski, M. and Doran, L. A. (1990). Training computer anxious adults: effective strategies by preschool child tutors. *Proceedings: Seventh International Conference on Technology and Education*.

Scallan, P. and Kalinowski, M. (1990). Improving staff performance-Part one: providing feedback. *Child Care Information Exchange, 72*.

Kalinowski, M. and Moran, M. (1990). Improving staff performance-Part two: videotape feedback. *Child Care Information Exchange, 74*.

Mebert, C. and Kalinowski, M. (1986). Sex and parity differences in the transition to parenthood. *Infant Behavior and Development, 9:249-249*.

PAPERS AND PROFESSIONAL PRESENTATIONS

Kalinowski, M. (2014, March). Inquiry and Discovery: Challenging first year students and the University in new approaches to hands on instruction. International journal of Arts and Sciences Conference, Valetta, Malta.

Kalinowski, M. (2013, May). Child care market rate studies: A view from New Hampshire. International journal of Arts and Sciences Conference, Toronto, CA.

Kalinowski, M., Sandberg, A. Goldston, L. Cincilei, C. (2011, May). Mentoring pre-service and in-service teachers: International approaches.

Kalinowski, M. (2010, October). Child care and early education in New Hampshire: A review of trends over the past decade. New Hampshire Child Advocacy Day Conference, Portsmouth, NH.

Kalinowski, M., Slager, P., Kline, J, Harris, S., and Frederick, C. (2010, July). Initial findings from a review of Boy Scout ineligible volunteer files: what they hid and why they hid it. International Family Violence and Child Victimization Research Conference, Portsmouth, New Hampshire.

Kalinowski, M., and Slager, P. (2010, June). Institutional Sexual Molestation: Preliminary Findings and Implications from a Review of 1217 Ineligible Volunteer Files of the Boys Scouts of America from 1970-1988. International Journal of Arts & Sciences (IJAS) Conference, La Baume, France.

Kalinowski, M., Kamau, M. (Kenya), Popat, S. (India), Bhana, D. (S. Africa), and Onesmus, S. (Namibia)

(2009, June). Diversity and children's rights: Gender issues in the midst of conflict. World Forum on Early Care and Education Biennial Conference, Belfast, Ireland.

Neugebauer, B., Hernandez, L., and Kalinowski, M., (2009, June). Why you are here, and what you can do for children around the world. World Forum on Early Care and Education Biennial Conference, Belfast, Ireland.

Smith, M., Kalinowski, M., Baughman, R. and Henley, M. (2009, April 28). An overview of NH Division of Child Support Services policies and procedures: Final report recommendations and suggestions. Child and Family Committee of the NH Legislature.

Celentano, J., Pistole, T., Lee, M., Kalinowski, M., and Greenberg, A. (2007, November 9). Measuring student engagement in a student inquiry course. NEFDC Annual Conference, Worcester, MA.

Kalinowski, M. (2007, May 18). International approaches to child advocacy. World Forum on Early Care and Education, Kuala Lumpur, Malaysia.

Kalinowski, M. (2007, May 16). Particularly idiosyncratic and marvelously effective designs for spaces for young children. World Forum on Early Care and Education, Kuala Lumpur, Malaysia.

Kalinowski, M. (2007, March). Conceptual and programmatic differences between French école maternelles and American preschools: A discussion. Ecole Maternelle du Porte. Nice, France.

Kalinowski, M. (2007, February 8). Elegant interior and exterior play spaces for young children. Center for Early Childhood Development and Education International Conference. Dublin Castle, Ireland.

Kalinowski, M. and Nimmo, J. (2007, January 30). The importance of child care to children, families and society. It's Fair to Share - Reducing Taxes in Canada by Sharing Income Conference for the Parliament of Canada and the public. Invited brief presentation (via video uplink), Parliament Hill, Ottawa, Canada.

Kalinowski, M., Collum, A., Gillis, K., and Holzworth, T. (2005) Unique Canadian early care and education programs. World Forum on Early Care and Education, Montreal. (May 19).

Kalinowski, M., Cohen, A., Rafanello, D., Stevenson, C., and Young, M. (2005). Child Advocacy: Finding Your Voice. World Forum on Early Care and Education, Montreal. (May 20).

Kalinowski, M. (2005). Results of the NH early care and education market rate survey. Public Forums in Concord and Berlin, NH Concord, NH (October 18).

Blank, H., Copeland, M., Kalinowski, M., Lightfoot, J., Beard, J. (2005). Child care assistance policies: families struggling to move forward as states are going backwards. Child Care Policy Forum. Concord, NH (January 20).

Kalinowski, M. (2004). Internationalizing social science curricula in rural settings: a case study from Durham, NH. Proceedings of the Third Annual International Conference on Social Sciences, Honolulu.

Kalinowski, M. (2003) Program Showcases. World Forum on Early Care and Education, Acapulco, May.

Kalinowski, M. (2002). Results of the NH early care and education market rate survey. NH Child Care Advisory Council. Concord, NH (October 18).

Kalinowski, M. (2002). Charge to presenters. World Forum on Early Care and Education, Auckland, NZ (April 10).

Kalinowski, M., Virji, Z., Small, D., Rico, P., Vercalli, E., and Alchin, I. (2002). "Early childhood programs and their communities". World Forum on Child Care and Early Education. Auckland, NZ. (April 11).

Kalinowski, M. (2001). Trends and issues regarding educational technology and young children. National Assn. for Education of Young Children, Anaheim, CA (Nov 1).

Kalinowski, M. (2001). Buenas dias Cienfuegos: early childhood in Cuba. National Assn. for Education of Young Children, Anaheim, CA (Nov 1).

Kalinowski, M. (2001). Child Care Administrative Software To Better Manage Programs for Young Children. National Assn. for Education of Young Children, Atlanta, GA. (Nov. 9).

Kalinowski, M. (2001). Innovative early childhood designs around the world. Invited address to Social Science Colloquium at Bennington College, Bennington, VT (Nov).

Kalinowski, M. (2000). Bringing color to the lily: developing a child development laboratory that sensitizes children to cultural differences. World Forum on Early Care and Education. Singapore (May 18).

Kalinowski, M. (2000). Child Care Administrative Software To Better Manage Programs for Young Children. National Assn. for Education of Young Children, Atlanta, GA. (Nov. 9).

Kalinowski, M. (1999). What is the worst that can really happen: liability issues in residential and educational settings. Invited paper to N.H. Division of Children and Youth Conference. Concord, NH. (May 13).

Kalinowski, M., McHugh, P., Jones, D., and Butler, C. (1999). The process of early moral development. Panel #3: Education and early childhood: aspects of moral and ethical development. Forum on Juvenile Violence: Preventions and Interventions, Concord (November 5). Invited paper.

Kalinowski, M. (1999). Child care administrative software: choosing well and wisely. National Assn. for Education of Young Children, New Orleans, LA. (Nov. 12).

Kalinowski, M. (1999). Utilizing computers to administer small to midsized educational and residential programs. Invited paper to N.H. Division of Children and Youth Conference. Concord, NH. (May 13).

Kalinowski, M. (1999). Blinders to director development. NH Assn. for the Education of Young Children Administrators' Conference. Portsmouth, NH. (May 6).

Kalinowski, M. (1999). How to protect yourself from disaster: issues of liability in campus child care. National Coalition for Campus Child Care Annual Conference, San Francisco (April 30).

Kalinowski, M. (1999). Software for children and administrators. Invited Seminar to Minnesota Child Care Administrator's Conference, Minneapolis (January).

Kalinowski, M. (1998). Protecting your organization and staff. NHAIEYC Administrators' Conference. Concord, NH. (June).

- Kalinowski, M. (1998). Limiting liability in early childhood settings. Invited address at Dartmouth-Hitchcock Medical Center. Hanover, NH. (April).
- Kalinowski, M. (1998). How to analyze and select child care administrative software. National Coalition for Campus Child Care Annual Conference, St. Louis, MO. (March).
- Kalinowski, M. (1998). Selection criteria for child care administrative software. California Child Care Association, Sonoma, CA. (January).
- Kalinowski, M. (1998). Selection criteria for child care administrative software. Missouri Child Care Association, St. Louis, MO. (January).
- Kalinowski, M. (1998). Software for children and administrators. Metropolitan New York Child Care Administrators' Conference. Pauling, NY. (January).
- Kalinowski, M. (1997). Preliminary results from a national survey of child care administrative software users. National Assn. for Education of Young Children, Anaheim, CA. (December).
- Harris, L. & Kalinowski, M. (1997). Technology in the child care center. NHAEYC Administrators' Conference. Concord, NH. (June).
- Kalinowski, M. (1997). It takes an institute, and other challenges for children, youth and families in the 21st century. Invited address to faculty of San Francisco State University at new Marian Wright Edelman Institute, San Francisco. (May).
- Kalinowski, M. (1997). Curriculum, Children with special needs, developmentally appropriate practices, space and design: what are responsibilities of centers. Plenary session moderator. National Coalition for Campus Child Care Annual Conference. Washington, DC. (April).
- Kalinowski, M. (1996). An introduction to administrative software. National Assn. for Education of Young Children, Dallas, TX (November)
- Copeland, J., Kalinowski, M., McBride, B., and Gorton, B. (1996). What does the future hold for children's programs? National Assn. for Education of Young Children, Dallas, TX (November).
- Kalinowski, M. (1996). NCCCC 2000: Please fasten your seat belts. Invited keynote address to National Coalition for Campus Child Care annual conference, Kansas City, KS. (March).
- Kalinowski, M. (1996). Designing outdoor play spaces for children: lessons from Asia, Europe, and South America. Invited paper to Dartmouth College, Hanover, NH (February).
- Kalinowski, M., McElhenny, S., Terry, P., Koch, B., and Brees, L. (1995). Child care in China: what Americans should know. National Coalition for Campus Child Care, Phoenix, AZ (March).
- Kalinowski, M. (1995). Yours, mine and ours - partnerships that work. National Assn. for Education of Young Children, Washington, DC. (November).
- Kalinowski, M. (1994). Communicopiates, nintendopes or drill drones: technological impacts on young children. International Conference on Technology and Education, London (March).
- Kalinowski, M. (1994). Sexual molestation outside the home: Lessons from the East Dallas YMCA. National Assn. for Education of Young Children. (November).

Kalinowski, M. (1993). Child care on American campuses. National Coalition for Campus Child Care, Anaheim, CA (November).

Kalinowski, M., Schindler, P., Moran, MJ., and Barbour, N. (1993). Child care and child development laboratories on campus: keeping the wolves at bay. National Assn. for Education of Young Children, Anaheim, CA (November).

Kalinowski, M. (1993). Developmentally appropriate criteria for selection of children's software. NAEYC Panel on Technology and Young Children, and the Technology and Young Children's Caucus, Anaheim, CA (November).

Kalinowski, M. (1993). A profile of child care in the United States. First U.S./China Conference on Early Childhood Education, Beijing, (October).

Kalinowski, M. (1993). Current multicultural issues in day care. First U.S./China Conference on Early Childhood Education, Beijing, (October,).

Kalinowski, M. (1993). Administrative issues for directors. National Coalition for Campus Child Care, Hilton Head, SC (March).

Kalinowski, M. (1992). Neoteric design in programs for young children. National Coalition for Campus Child Care, New Orleans, LA (November).

Kalinowski, M., Barry, V., Thomas, J., and Benham Barbour, N. (1992). Child care and child development laboratories on campus: getting blood from a turnip in difficult times. National Assn. for Education of Young Children, New Orleans, LA (November).

Kalinowski, M., J. Thomas, S. Graves, and G. Baron. (1991). Child care and child development laboratories on campus--Getting blood from a turnip in difficult times. National Assn. for Education of Young Children, New Orleans (November).

Kalinowski, M. (1992). Our responsibility to advocate. Invited keynote address to National Coalition for Campus Child Care, Breckenridge, CO (April).

Kalinowski, M. (1992). Innovative child care designs from North America, Europe and South America. National Coalition for Campus Child Care, Breckenridge, CO (April).

Kalinowski, M., J. Thomas, S. Graves, and G. Baron. (1991). Child care and child development laboratories on campus--Ivory towers or real world settings? National Assn. for Education of Young Children, Denver, CO (November).

SOFTWARE APPLICATIONS

Kalinowski & Kalinowski, Mobile application to find NH licensed child care providers (2017)

Kalinowski & Kalinowski, Application to enter, code and picture data for child care market rates (2013+)

HyperLottery, HyperObserver, HyperInventory and Hyper- Emergency Card (1991)

COURSES AT THE UNIVERSITY OF NEW HAMPSHIRE

FS 444a We Don't All Play the Violin: Stories and Stereotypes of Asians in America

FS 444b Sexual Molestation of Young Children Outside the Home (scheduled Spring 2015)

FS 525 Human Development

FS 623 Developmental Perspectives on Infancy and Early Childhood

FS 635 Learning in Child Development Settings
FS 707 Child Life Internship
FS 712 Child Advocacy Internship
FS 712 Child Advocacy Seminar
FS 733 Supervising Programs for Young Children
FS 734 Curriculum for Young Children
FS 771 American Families in Poverty
FS 772/872 International Perspectives on Children and Families
FS 773/873 International Approaches to Child Advocacy
FS 710/911 Child Advocacy Internship
FS 797/897 Early Childhood Education in Southern France
FS 786/788 Student Teaching
FS 785/786 Seminar for Student Teachers
FS 708/709 Teaching Internships at Child Study and Development Center

RECENT UNH SERVICE CONTRIBUTIONS

Member, International Studies Committee, 2008 - 2012
Member, University Retention Committee for Junior Faculty, 2008 - 2010
Member, University Writing Committee, 2007- 2012
Member, Working Group for Internationalizing the Academic Plan, 2006
Member, UNH Graduate Council, 2005 - 2008
Member, Provost's Working Group on Students and the UNH Mission, 2005 - 06
Member, Vice Provost for Academic Affairs Search Committee
Member SHHS Executive Committee, 2003 - 2005
Chair, Faculty Senate Academic Affairs Committee, 2003 - 2005

RECENT PUBLIC SERVICE ACTIVITIES

Exchange Leadership Initiative Master Leaders Review Team (2015).

World Forum International Advisory Group (2013-); Editor: World Forum Radio (2008-2012); Editor: Exchange Online Everyday (2005-2006); Contributor: Exchange Everyday (2004-2007).

Reviewer: J. of Educational Multimedia and Hypermedia, Early Childhood Research Quarterly; Young Children; J. of Computing in Childhood Education; J. of Early Childhood Teacher Education; Leadership Quest; Violence and Victims; Common Ground; State University of New York Press; Holt, Rinehart and Winston; McGraw-Hill; Random House; Little, Brown and Company; Scott, Foresman; National Association of College and University Business Officers. Previous Editorial Boards: Journal of Educational Multimedia and Hypermedia, Information Technology and Childhood Education Ann.

Program Review Panelist for US Department of Education (CCAMPUS) proposals, Washington, DC.

Expert court testimony: Institutional sexual molestation, child molestation, liability issues related to young children.

Television, radio and print news reports: Institutional child injuries, campus security, child care, public policy related to children, and issues related to toys.

Ad-hoc Member, Durham Public Library Advancement Committee (2015-2016)

Board of Directors Rivermoor Landing Condominium Association, 1993-2001; V.P. 1998-01.
Consulting: SERESC, Foundation for Seacoast Health; Applewood School; Wheelock College; St. Paul's School; Phillips Exeter Academy; National St. Louis University; St. Louis Child Day Care Assn.; Mid-Valley, NY Child Care Centers; Bay Area, CA Child Care Centers; Sha Tang Trading Co., NH Public Defender's Office; Melick & Porter; Mills & Pardee; Orr & Reno; Child Care Inc.

Mentor, Data Fluency, The Early Education and Intervention Network of NH (2010-2012).

OTHER ACTIVITIES

UNH Interhostel Program Leader: Trips to France, Italy, Norway, Spain, Kenya, China, & Thailand.

UNH Program Leader: Student course trips to France and Italy.

People-to-People Program Leader: Professional group visits to Cuba, China, Czech Republic, Russia, and Lithuania.

Director, Endgame by Samuel Beckett, Café LaMama, New York, New York
St. Emilion Vendange, Bordeaux, France



Jeffrey A. Meyers
Commissioner

Joseph E. Ribsam, Jr.
Director

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

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

Item # 6
G&C approved
Jan 24, 2018
mac

December 29, 2017

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

REQUESTED ACTION

- (1) Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **sole source** agreement with Michael F. Kalinowski, Vendor #105260, 11 Nobel K. Peterson Drive, Durham, NH 03824, in an amount not to exceed \$40,159, to conduct and report on the market rate survey of licensed child care programs in the State of New Hampshire, effective upon Governor and Executive Council approval, through June 30, 2018. 100% Federal Funds.
- (2) Contingent upon approval of Requested Action (1), authorize the Department of Health and Human Services to provide Michael F. Kalinowski with a potential advance payment in an amount not to exceed 25% of the annual contract price at the beginning of the Contract Period to support initial project activities.

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

095-042-421110-29780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2018	102-500731	Contracts for Prog Svc	42117810	\$40,159.00
			TOTAL	\$40,159.00

EXPLANATION

This request is **sole source** because the Market Rate Survey must be completed prior to setting the child care provider rates for the next biennial budget. Dr. Michael Kalinowski performed the past eight (8), Market Rate Surveys for the State of New Hampshire, and already has mechanisms in place to perform a valid and reliable survey.

This agreement has the option to renew up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The purpose of this agreement is to conduct a Child Care Market Rate Survey of all licensed New Hampshire child care providers to determine the cost of licensed child care. The data from this survey will be used to determine subsidy rates for the Child Care Scholarship Program in order to meet the federal requirements in 45 CFR 98.45(b)(2). New Hampshire is federally required to certify that parents with low income, who are eligible for child care assistance, receive subsidies that ensure equal access to comparable child care services as those not receiving subsidies.

Access to reliable child care is essential for parents with low-incomes receiving subsidies through the NH Child Care Scholarship Program in order that they can go to work; go to school; or participate in structured job search activities. Access to reliable child care services, can promote children's learning and healthy development.

Families with low incomes will benefit from the continuance of available child care subsidies available through the NH Child Care Scholarship Program.

Dr. Kalinowski has performed the Market Rate Survey since 1999 and his survey meets all requirements of the Child Care and Development Fund Block Grant. He has extensive knowledge of the nuances of the child care provider system in New Hampshire; has been tracking trends; and is known and trusted by the child care provider community.

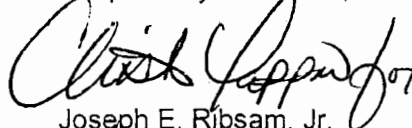
Should the Governor and Executive Council not authorize this request, the State would not be in compliance with the Child Care Scholarship Program requirements found in Federal Regulation §98.45(b) (2) and New Hampshire Administrative Rules He-C 6910.18. These rules and regulations require a market rate survey be completed every two years in order to determine amounts charged to families by licensed child care programs. Market rate survey information is used, to set child care scholarship reimbursement rates. Noncompliance of Child Care Scholarship Program requirements will result in a reduction of federal funds that support the Child Care Scholarship Program, which will cause financial hardship for working families and parents participating in structured job search activities and possibly lead to job loss due to parents not being able to find affordable child care.

Area Served: Statewide

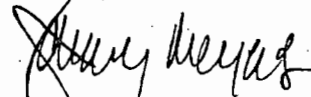
Source of Funds: 100% Federal Funds from the Child Care Development Fund, CFDA #93.575, FAIN 1701NHCCDF.

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

Respectfully submitted,



Joseph E. Ribsam, Jr.
Director



Approved By: Jeffrey A. Meyers
Commissioner

Subject: Market Rate Survey of Child Care Providers in New Hampshire


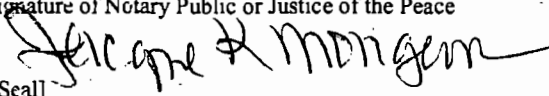
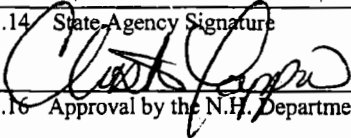
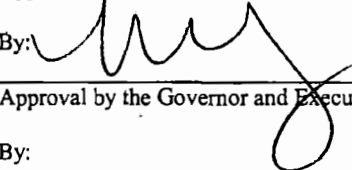
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Michael F. Kalinowski		1.4 Contractor Address 11 Nobel K. Peterson Drive Durham, NH 03824	
1.5 Contractor Phone Number 603-608-6114	1.6 Account Number 05-95-42-421110-29780000-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$ 40,159
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MICHAEL KALINOWSKI SOLE PROPRIETOR/CONTRACTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>12-12-17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		JACQUE K. MONGEON, Notary Public My Commission Expires January 27, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>1-2-18</u> <u>Christie Tappan Associate Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Spivey - Attorney</u> <u>1/5/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable To All Services

- 1.1. The Contractor 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 Service(s) described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith.
- 1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

2. Services To Be Provided

The Contractor hereby covenants and agrees that during the term of this Agreement, it will provide services to conduct and report out on the market rate survey of licensed child care programs in the State of New Hampshire, which include, but are not limited to:

- 2.1 Producing a final work-plan within thirty (30) calendar days of the beginning of this contract. The Contractor's work plan shall include, but not be limited to:
 - 2.1.1 Plans for completion of tasks listed in Sections 2.2 -2.5, below.
 - 2.1.2 Benchmark dates for completion of each task.
 - 2.1.3 Names and/or titles of staff responsible for each task.
- 2.2 Providing timely progress updates to the Department. The Contractor shall create monthly reports in electronic or written form that will reflect activity progress for the previous month that include, but are not limited to:
 - 2.2.1 Progress towards tasks identified in the work plan required by Section 2.1, above.
 - 2.2.2 Benchmarks reached.
 - 2.2.3 Problems and successes experienced.
 - 2.2.4 Solutions to problems identified in section 2.2.3.
 - 2.2.5 Goals for the following month.
- 2.3 Designing a survey, subject to Department approval, with questions that capture required provider information, enrollment and capacity numbers, price data and important auxiliary information, which includes, but is not limited to:
 - 2.3.1 The distribution of annual, monthly, weekly, daily and hourly rates charged for child care for specific categories of care and age groups.
 - 2.3.2 Type of child care program (Licensed Center, Family Group, and Family Child Care).
 - 2.3.3 Ages of children served (00-12 months, 13-24 months, 25-35 months, 36-59 months, 60-71 months, and 6-13 years).
 - 2.3.4 Full-time and part-time enrollments by age.
 - 2.3.5 Current number of enrollments for all programs.



Exhibit A

- 2.3.6 Licensed capacity, by age and type of program.
- 2.3.7 Desired capacity of the child care program.
- 2.3.8 Enrollments on child care scholarship.
- 2.3.9 Whether the program is for or non-profit.
- 2.3.10 Child care programs that are high quality, in accordance with the Department's definition of high quality (e.g. Licensed Plus or nationally accredited).
- 2.3.11 Whether the child care program is a Head Start Program.
- 2.3.12 Days and hours of program operations, including full versus part day program.
- 2.3.13 Methods of charging families (e.g. hourly, daily, weekly, monthly).
- 2.3.14 Whether the program charges the assigned cost share to parents.
- 2.3.15 Whether the program charges the difference between the WSR (weekly standard rate) and their actual charge, including data on the size and frequency of the amount.
- 2.3.16 Whether the program uses a sliding fee scale.
- 2.3.17 A small subset of questions regarding a specific topic designated by the DCYF Child Development Bureau with input from the State Advisory Council, local child care program administrators, and Child Care Resource and Referral (CCR&R).
- 2.4 Developing the survey format to ensure validation and ease of use by Providers through:
 - 2.4.1 Ensuring that instructions and questions for the survey are written at a sixth grade reading level.
 - 2.4.2 Modeling the survey on other validated surveys of similar content.
 - 2.4.3 Ensuring that the survey questions would result in legally defensible data for establishing child care scholarship reimbursement rates.
 - 2.4.4 Ensuring content described in Section 2.3 is captured in the survey.
- 2.5 Creating a universal cover letter, subject to Department approval, addressed to child care program providers, that explains: the purpose of the survey; provides instructions; and guarantees the anonymity of the program participants.
 - 2.5.1 Submit a draft to the Department of the market rate survey and cover letter for approval within 14 days of the beginning date of the contract.
- 2.6 The Contactor will distribute the approved survey to all licensed NH child care programs that serve any children from ages 0 to 13 years old and will:
 - 2.6.1 Ensure child care providers complete anonymity by:
 - 2.6.1.1 Keeping provider identification, name and phone numbers in a separate, secure location from the survey results.
 - 2.6.1.2 Shredding all hardcopy surveys 7 years after the final report is released to the Department.
 - 2.6.1.3 Not releasing confidential materials without written approval from the Department.
 - 2.6.2 Ensure the survey is available to all licensed providers electronically and by mail.
 - 2.6.3 Provide programs with the choice to complete the survey electronically or by mail.



Exhibit A

- 2.6.4 Provide a cell phone number and e-mail address that can be used by providers for assistance in completing the survey.
- 2.6.5 Provide translation services, including translation of the entire survey, to programs who have limited English proficiency.
- 2.6.6 Contact providers who have not completed the survey, in not less than two (2) and not more than four (4) weeks of the survey being mailed, by telephone, mail or email to:
 - 2.6.6.1 Offer assistance to programs in order to achieve a minimum survey response rate of 60%.
- 2.7 In order to validate survey results, the Contractor will:
 - 2.7.1 Achieve a minimum survey response rate of 60% in the five (5) regional office areas in the State of New Hampshire as identified in Exhibit A-1.
 - 2.7.1.1 The five (5) regional areas (see Exhibit A-1) are:
 - 2.7.1.1.1 Central Region;
 - 2.7.1.1.2 Eastern Region;
 - 2.7.1.1.3 Northern Region;
 - 2.7.1.1.4 Southern Region; and
 - 2.7.1.1.5 Southwestern Region.
 - 2.7.2 Contact the statewide Child Care Resource and Referral agency to obtain child care rate information for at least 5% of responding programs.
 - 2.7.3 Compare program rate information received in Section 2.7.2 to the survey information submitted by the child care program to address any discrepancies.
- 2.8 Produce a final report that will:
 - 2.8.1 Be a written overview of the market rate survey as an introduction of the final report on survey results. The overview will include but not be limited to:
 - 2.8.1.1 Description of and reason for methodologies used.
 - 2.8.1.2 Validation standards used.
 - 2.8.1.3 Method of executing the survey.
 - 2.8.1.4 Cautions on interpreting data.
 - 2.8.1.5 General findings.
 - 2.8.1.6 Recommendations.
 - 2.8.1.7 Conclusions.
 - 2.8.2 Include an Executive Summary that includes instructional language regarding charts and tables within the Final Report.
 - 2.8.3 Include copies of all significant documents produced including, but not limited to:
 - 2.8.3.1 Complete rate tables for all categories of care and age segments.
 - 2.8.3.2 Standard rate tables that include the mean, median, standard deviation and percentages.
 - 2.8.3.3 Tables that are prepared, at the 50th, 55th, 60th, and 75th percentile.



Exhibit A

- 2.8.3.4 A copy of Exhibit A-1 when comparing rates by geographic region within the State of New Hampshire.
- 2.8.4 Include all data collected as described in Section 2.3 with additional information that includes, but is not limited to:
 - 2.8.4.1 Trends in New Hampshire child care program over the past 17 years.
 - 2.8.4.2 Analyses of selected current survey data against other available data regarding poverty and issues regarding access to child care, to assist the Department in determining rates that ensure equal access.
 - 2.8.4.3 Information on the extent to which child care providers are participating in the CCDF subsidy program and any barriers to participation, including barriers related to payment rates and practices.
 - 2.8.4.4 The estimated cost of care (including any relevant variation by geographic location, category of provider, or age of child) necessary to support child care providers' implementation of the health, safety, quality, and staffing requirements.
 - 2.8.4.5 The estimated cost of higher-quality care (including any relevant variation by geographic location, category of provider, or age of child) for Licensed Plus or nationally accredited programs.
- 2.8.5 Be submitted to the Department for review and approval. The Contractor will:
 - 2.8.5.1 Provide an electronic draft copy of the final report to the Department for comments and edits.
 - 2.8.5.2 Incorporate comments and edits provided by the Department in the final report.
 - 2.8.5.3 Make a formal presentation of the draft to the Department.
 - 2.8.5.4 Provide one (1) original, at least three (3) bound paper copies, and one (1) electronic copy of the final report, including the survey, to the Department. The Contractor will:
 - 2.8.5.4.1 Provide the electronic copy in accordance with the Department's choice of media.
 - 2.8.5.4.2 Provide copies identified in Section 2.8.5.4 to the Department, at least two (2) weeks prior to the public forum described in Section 2.9, below.
- 2.9 The Contractor will present final results, subject to Department approval, in a public forum, the time and place of which will be determined by the Department. Prior to such presentation, the Contractor will:
 - 2.9.1 Work with the Department to advertise the forum through the Department's website.
 - 2.9.2 Work with the statewide Child Care Resource and Referral agency to include forum notification in program newsletters.
- 2.10 The Contractor will maintain detailed supporting documentation used in developing the final report for seven (7) years after the contract end date.
- 2.11 The Contractor will allow a team or person authorized by the State of New Hampshire to periodically review systems of governance, administration and clinical and financial management in order to assure systems are adequate to provide the contracted services. Review shall include all records necessary to measure compliance.
- 2.12 The Contractor will make corrective actions as advised by the State of New Hampshire reviewer if contracted services are not found to be in compliance with the contract.



Exhibit A

- 2.13 The Department may waive its right to conduct onsite reviews if the Contractor's reports required by this contract are appropriately submitted and indicate satisfactory provision of services as determined solely by the Department.

MARKET RATE SURVEY REGIONS
Exhibit A-1

Central Region	Eastern Region	Northern Region	Southern Region	Southwestern Region
ALEXANDRIA	BARRINGTON	ALBANY	AMHERST	ACWORTH
ALLENSTOWN	BRENTWOOD	BARTLETT	ATKINSONE	ALSTEAD
ALTON	CANDIA	BATH	AUBURN	ANTRIM
ANDOVER	DEERFIELD	BENTON	BEDFORD	ASHUELOT
ASHLAND	DOVER	BERLIN	BROOKLINE	BENNINGTON
BARNSTEAD	DURHAM	BETHLEHEM	CHESTER	CANAAN
BELMONT	EAST KINGSTON	BROOKFIELD	DANVILLE	CHARLESTOWN
BOSCAWEN	EPPING	CARROLL	DERRY	CHESTERFIELD
BOW	EXETER	CHATHAM	FRANCISTOWN	CLAREMONT
BRADFORD	FARMINGTON	CHOCORUA	GOFFSTOWN	CORNISH
BRIDGEWATER	FREMONT	CLARKSVILLE	GREENVILLE	CROYDON
BRISTOL	GONIC	COLEBROOK	HAMPSTEAD	DEERING
CAMPTON	GREENLAND	COLUMBIA	HOLLIS	DREWVILLE
CANTERBURY	HAMPTON	CONWAY	HUDSON	DUBLIN
CENTER HARBOR	HAMPTON FALLS	DALTON	LITCHFIELD	ENFIELD
CHICHESTER	KENSINGTON	DIXVILLE	LONDONDERRY	FITZWILLIAM
CONCORD	KINGSTON	DUMMER	LYNDEBOROUGH	FRANCESTOWN
CONTOOCOOK	LEE	EASTON	MANCHESTER	GEORGES MILLS
DANBURY	MADBURY	EATON	MASON	GILSUM
DORCHESTER	MIDDLETON	EFFINGHAM	MERRIMACK	GOSHEN
DUNBARTON	MILTON	ERROL	MILFORD	GRAFTON
ELKINS	MILTON MILLS	FRANCONIA	MONT VERNON	GRANTHAM
ELLSWORTH	NEW DURHAM	FREEDOM	NASHUA	GREENFIELD
EPSOM	NEWCASTLE	GLEN	NEW BOSTON	GUILD
FRANKLIN	NEWFIELDS	GLENCLIFF	NEWTON	HANCOCK
GILFORD	NEWINGTON	GORHAM	PELHAM	HANOVER
GILMANTON	NEWMARKET	GROVETON	PINARDVILLE	HARRISVILLE
GROTON	NORTH HAMPTON	HALE'S LOCTION	PLAISTOW	HINSDALE
HEBRON	NORTHWOOD	HART'S LOCATION	REEDS FERRY	JAFFREY
HENNIKER	NOTTINGHAM	HAVERHILL	WILTON	KEENE
HILL	PORTSMOUTH	INTERVALE	SALEM	LANGDON
HILLSBORO	RAYMOND	JACKSON	SANDOWN	LEBANON
HOLDERNESS	ROCHESTER	JEFFERSON	WEARE	LEMPSTER
HOOKSETT	ROLLINSFORD	KEARSARGE	WINDHAM	LYME
HOPKINTON	RYE	LANCASTER		LYNDEBOROUGH
LACONIA	SEABROOK	LANDAFF		MARLBOROUGH
LAKEPORT	SOMERSWORTH	LINCOLN		MARLOW
LOUDON	SOUTH HAMPTON	LISBON		MERIDEN
MEREDITH	STRAFFORD	LITTLETON		NELSON
NEW HAMPTON	STRATHAM	LIVERMORE		NEW IPSWICH
NEW LONDON	UNION	LYMAN		NEWPORT
NEWBURY		MADISON		ORANGE
NORTHFIELD		MELVIN VILLAGE		ORFORD
PEMBROKE		MILAN		PETERBOROUGH
PENACOOK		MILLSFIELD		PLAINFIELD
PITTSFIELD		MONROE		RICHMOND
PLYMOUTH		MOULTONBOROUGH		RINDGE
POTTER PLACE		NORTH CONWAY		ROXBURY
RUMNEY		N. STRATFORD		SHARON
SALISBURY		NORTHUMBERLAND		SPOFFORD
SANBORNTON		OSSIPEE		SPRINGFIELD
SILVER LAKE		PERCY		STODDARD
SUNCOOK		PIERMONT		SULLIVAN
SUTTON		PIKE		SUNAPEE
THORNTON		PITTSBURG		SURRY
TILTON		RANDOLPH		SWANZEY
WARNER		SANBORNVILLE		TEMPLE



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.575, Federal Agency Health and Humans Services, Child Care and Development Block Grant in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. Invoices shall be electronically mailed the CDB account:

DHHS.ChildDevelopment@dhhs.nh.gov
 - 2.2 After approval of the contract by Governor and Executive Council and only upon written request from the vendor documenting vendor need, the Department may issue an initial prepayment of up to 25% of the annual contract price at the beginning of the Contract Period to support initial project activities.
 - 2.3 Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1.
 - 2.4 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.
 - 2.5 A final payment request shall be submitted no later than sixty (60) days after the contract ends.
 - 2.6 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.
 - 2.7 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.
 - 2.8. Modification of budget line items within the price limitation shall be made only with the approval of the Division for Children, Youth and Families and shall not require approval by Governor and Executive Council.

Exhibit B-1

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

Bidder/Program Name: Dr. Michael Kallinowski

Budget Request for: Market Rate Survey of New Hampshire Child Care Providers

Budget Period: Upon Governor Approval (November 2017) - June 30, 2018

Line Item	Total Program Cost			Contractor Share / Allocation			Funded by DHHH contract grant		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Invoiced	Provided		Invoiced	Provided		Invoiced	Provided	
1. Total Salary/Wages	\$ 33,671.00	\$ -	\$ 33,671.00	\$ 942.00	\$ -	\$ 942.00	\$ 32,729.00	\$ -	\$ 32,729.00
2. Employee Benefits	\$ 2,026.00	\$ -	\$ 2,026.00	\$ -	\$ -	\$ -	\$ 2,026.00	\$ -	\$ 2,026.00
3. Consultants	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ -	\$ 1,600.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 831.00	\$ -	\$ 831.00	\$ -	\$ -	\$ -	\$ 831.00	\$ -	\$ 831.00
6. Travel	\$ 253.00	\$ -	\$ 253.00	\$ 253.00	\$ -	\$ 253.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 870.00	\$ 870.00	\$ -	\$ 870.00	\$ 870.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 325.00	\$ -	\$ 325.00	\$ -	\$ -	\$ -	\$ 325.00	\$ -	\$ 325.00
Postage	\$ 658.00	\$ -	\$ 658.00	\$ -	\$ -	\$ -	\$ 658.00	\$ -	\$ 658.00
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing (surveys, instructions, and reports)	\$ 990.00	\$ -	\$ 990.00	\$ -	\$ -	\$ -	\$ 990.00	\$ -	\$ 990.00
Incentives (gift cards to responding providers)	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 41,354.00	\$ 870.00	\$ 42,224.00	\$ 1,195.00	\$ 870.00	\$ 2,065.00	\$ 40,159.00	\$ -	\$ 40,159.00

Indirect As A Percent of Direct

2.1%



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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



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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

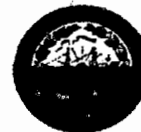
CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.
4. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive personal liability against all claims of bodily injury and property damage liability or both combined, in amounts of not less than \$300,000 each occurrence and personal umbrella liability limit of \$1,000,000.



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

nee

12/12/17

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

12/12/17
Date

Contractor Name:

[Handwritten Signature]

Name: MICHAEL KAWANUSKI
Title: CONTRACTOR

Contractor Initials *[Signature]*
Date 12/12/17



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:

12/12/17
Date

[Signature]
Name: MICHAEL KACIMOWSKI
Title: CONTRACTOR



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

INSTRUCTIONS FOR CERTIFICATION

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



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

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


PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

12/12/17
Date

Contractor Name:

Name: MICHAEL RACIMOWSKI
Title: CONTRACTOR

Contractor Initials MR
Date 12/12/17



**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

Contractor Initials

lll

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

Date

12/12/17

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:

12/12/17
Date

Michael Kalowski
Name: MICHAEL KALOWSKI
Title: CONTRACTOR

Exhibit G

Contractor Initials MK

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

Date 12/12/17