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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF FAMILY ASSISTANCE

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9330 1-800-852-3345 Ext. 9330
FAX: 603-271-4637 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

Terry R. Smith
Director

December 23, 2013

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

REQUESTED ACTION

100% Federal Funds

Authorize the Department of Health and Human Services, Division of Family Assistance to amend an existing agreement with Michael Kalinowski (Vendor #105260), 11 Noble K. Peterson Drive, Durham, NH 03824, to provide a True Cost of Care Assessment with a group of urban child care providers by extending the contract completion date from March 30, 2014 to June 30, 2014, effective January 29, 2014 or date of the Governor and Executive Council approval, whichever is later. The Governor and Executive Council approved the original agreement on May 15, 2013 (Item # 28).

Funds are available in the following account in SFY 2014 with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-45-450010-6127 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVSC, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

State Fiscal Year	Class/Account	Class Title	Amount
2013	102-500731	Contracts for Program Services	\$2,697.00
2014	102-500731	Contracts for Program Services	\$13,330.00
Total			\$16,027.00

EXPLANATION

Surveys necessary for the validation of the research being conducted under this contract cannot be completed by the original contract completion date. This is because vendor is currently waiting for ten (10) additional surveys to be returned from child care providers in the Nashua area. The vendor and the Department request the completion date of the contract be extended to June 30, 2014 to allow the surveys from the Nashua area to be included in this important research. The extension will allow the vendor time to complete any required analysis as well as validation of the research. The Department supports the request to extend the completion date of the contract.

The goal of the True Cost of Child Care Assessment is to collect data on the actual cost of operating a licensed child care program in urban areas of New Hampshire and compare that cost to the amount charged for licensed child care services. Similar data has previously been collected in rural areas of the State by this vendor. The goal of the True Cost of Care's proposed research and assessment is to further develop the data collection model necessary to enable child care providers

and policy-makers to determine a set of financial strategies that will provide community supports to child care for utilizing less General Fund dollars. If these supports can be developed, licensed child care providers will be able to open their doors to families from all economic levels.

These community supports will allow families receiving assistance through Financial Assistance for Needy Families to secure affordable and quality child care. Securing affordable, quality child care will allow families who are receiving assistance through Financial Assistance for Needy Families to participate in New Hampshire's continued economic development while reducing dependence on government funds, which provides an opportunity for these citizens to achieve independence.

There are no additional funds being requested in this amendment. Other than the extension of the completion date outlined above, all other terms and conditions remain unchanged from the original agreement approved by the Governor and Executive Council on May 15, 2013 (Item #28).

This contract was competitively bid. On November 5, 2012 the Division of Family Assistance issued a Request for Proposals #13-DFA-PO-TCCA-06 to solicit proposals for True Cost of Child Care Assessment services. The Request for Proposals was available on the Department of Health and Human Services website from November 5, 2012 through December 21, 2012. Two proposals were submitted and Dr. Michael Kalinowski was selected as the vendor.

Should Governor and Council not approve this amendment the Department will not have the ability to continue the work that has been started on assessing the true cost of child care and developing the community supports that can assist families receiving Financial Assistance for Needy Families with enrolling their children in quality child care programs.

Area served: Statewide

Source of Funds: 100% Federal Funds.

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

Respectfully submitted,



Terry R. Smith, Director
Division of Family Assistance

Approved by:



Nicholas A. Toumpas
Commissioner



Amendment #1 to the Dr. Michael Kalinowski contract for the True Cost of Child Care Assessment

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the True Cost of Child Care Assessment**

This first Amendment to the True Cost of Child Care Assessment contract (hereinafter referred to as "Amendment #1") dated this 10th day of December, 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dr. Michael Kalinowski (hereinafter referred to as "the Contractor"), with a place of business at 11 Noble K. Peterson Drive, Durham, NH 03824.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (Item #28), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 this agreement may be amended only by an instrument in writing signed by the parties hereto and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire;

WHEREAS the State and the Contractor have agreed to extend the contract completion date at no cost to the State;

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

To amend as follows:

- Form P-37, Item 1.7, Completion Date, to read:
6/30/14
- Exhibit A, Scope of Services, Contract Period, to read:
April 1, 2013 through June 30, 2014
- Exhibit B, Method, Schedule, and Conditions Precedent to Payment, Contract Period, to read:
April 1, 2013 through June 30, 2014
- Exhibit B, Method, Schedule, and Conditions Precedent to Payment, Funding of Contract, C., to read:
The Contractor will perform the Total Cost of Child Care Assessment during the period of April 1, 2013 through June 30, 2014, and shall not exceed \$2,697.00 during April 1 through June 30, 2013, and shall not exceed \$13,330.00 from July 1, 2013 to June 30, 2014, in accordance with the DHHS budget forms submitted with this document.
- Exhibit B, Method, Schedule, and Conditions Precedent to Payment, DHHS Budget Sheet, Page 2, Budget Period, to read:
7/1/13 to 6/30/14
- Standard Exhibit D, Period Covered by this Certification to read:
From: 4/1/2013 To: 6/30/2014

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.



Amendment #1 to the Dr. Michael Kalinowski contract for the True Cost of Child Care Assessment

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,

1/7/14
Date

State of New Hampshire
Department of Health and Human Services
Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

12/23/2013
Date

Dr. Michael Kalinowski
Dr. Michael Kalinowski/Sole Proprietor

Acknowledgement:

State of NH, County of STRAFFORD on 12/23/2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Victoria Mutschler VICTORIA MUTSCHLER, NOTARY PUBLIC
Name and Title of Notary or Justice of the Peace

My Commission Expires January 25, 2017



Amendment #1 to the Dr. Michael Kalinowski contract for the True Cost of Child Care Assessment

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

OFFICE OF THE ATTORNEY GENERAL

1-15-14
Date

Rosemary Wiant
Name: Rosemary Wiant
Title: Assistant 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:


CAMBRIDGE MUTUAL FIRE INS. CO.
 ANDOVER, MASSACHUSETTS 01810

 PART B DECLARATIONS PAGE
 20130222-99:01:69:59

RENEWAL DECLARATION * * EFFECTIVE 05/05/13

RENEWAL OF POLICY HP 2490071

POLICY NUMBER	FROM	POLICY PERIOD TO	AGENT NO	AGENT
HP 2490071	05/05/13	05/05/14	0000216	TELEPHONE: (603) 692-3431
NAMED INSURED AND ADDRESS				
MICHAEL KALINOWSKI & FANNY KALINOWSKI 11 NOBEL K PETERSON DR DURHAM NH 03824-3219				CROSS INSURANCE - SOMERSWORTH 475C HIGH ST SOMERSWORTH NH 03878-1024

THE PREMISES COVERED BY THIS POLICY IS LOCATED AT THE ABOVE ADDRESS.

POLICY PERIOD- 12:01 AM STANDARD TIME AT THE RESIDENCE PREMISES.

RATING INFORMATION:

 AUTOMATIC VALUE-UP AT RENEWAL, FRAME, CONSTRUCTED IN 1999,
 PROTECTION CLASS 04, TERRITORY 34, FEET FROM HYDRANT 1000, 1 FAMILY,
 PREMIUM GROUP 26, INSIDE CITY. TIER 2.

 DEDUCTIBLE: IN CASE OF A LOSS UNDER SECTION I, WE COVER ONLY THAT PART
 OF THE LOSS OVER \$1000

COVERAGE AT THE ABOVE DESCRIBED LOCATION IS PROVIDED ONLY WHERE A LIMIT OF LIABILITY IS SHOWN OR A PREMIUM IS STATED

SECTION I COVERAGE

	LIMITS OF LIABILITY	PREMIUM
A. DWELLING	\$592,500	1,468.00
B. OTHER STRUCTURES	\$59,250	
C. PERSONAL PROPERTY	\$414,750	
D. LOSS OF USE	\$118,500	

SECTION II COVERAGE

E. PERSONAL LIABILITY, EACH OCCURRENCE	\$300,000	
F. MEDICAL PAY. TO OTHERS, EACH PERSON	\$2,000	\$20.00
TOTAL BASIC PREMIUM		1,488.00

SUPPLEMENTAL PREMIUM OR CREDITS

NEW DWELLING CREDIT, HO-NDC	\$88.00CR
GUARANTEED REPLACEMENT OR REPAIR COST, H116, COVERAGE-A ONLY	\$30.00
PERSONAL PROPERTY REPLACEMENT COST - H00490	NO CHARGE
SPECIAL PERSONAL PROPERTY COVERAGE - H00015	NO CHARGE
NON-SMOKER'S ENDORSEMENT, H-122	\$73.00CR
PERSONAL UMBRELLA LIABILITY ENDORSEMENT, H-130	\$230.00
ADDITIONAL COVERAGE ENDORSEMENT, H142	\$50.00
PREM. ALARM OR FIRE PROT SYS. - HO 0416	\$147.00CR
ACCOUNT CREDIT ENDORSEMENT, H-925	\$73.00CR
HOME/AUTO DISCOUNT, H-938	\$147.00CR
EMPLOYER'S LIABILITY, HO 2491	\$3.00

PLEASE NOTE :

ALL POLICY CHANGES SHOULD BE PROCESSED THROUGH YOUR AGENT.

ORIGINAL



CAMBRIDGE MUTUAL FIRE INS. CO.
ANDOVER, MASSACHUSETTS 01810

PART B DECLARATIONS PAGE

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MICHAEL KALINOWSKI & FANNY KALINOWSKI 11 NOBEL K PETERSON DR DURHAM NH 03824-3219				CROSS INSURANCE - SOMERSWORTH 475C HIGH ST SOMERSWORTH NH 03878-1024

OPTIONAL DEDUCTIBLE	\$367.00CR
TOTAL SUPPLEMENTAL PREMIUMS - - - - -	\$582.00CR
TOTAL ANNUAL PREMIUM - - - - -	\$906.00

MORTGAGEE
NHFCULN DEPT
70 AIRPORT RD
CONCORD NH 03301

FORMS AND ENDORSEMENTS - H00003 04/91, H00496 04/91, H00128A 05/08, H-146 06/91,
HF-945 05/02, HF-153 01/95, HO-NDC 07/95, H00015 04/91, H-116NH 11/08,
H-122 01/84, H-1301 11/03, H-600 11/03, H-130 12/92, H-130A 06/85,
H-132 01/87, H-142NH 06/12*, H00416 04/91, H00490 04/91, H-925 05/97,
H-938 10/00, H02491 01/08, H00433 05/02.

REWRITE HP 215-87-10

02/23/13
DATE

DESCRIPTION OF ADDITIONAL COVERAGES

NEW DWELLING CREDIT

LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE
TOTAL SECTION I LIMIT IS \$ 10000, TOTAL SECTION II LIMIT IS \$ 50000.

SPECIAL PERSONAL PROPERTY COVERAGE - H00015

GUARANTEED REPLACEMENT OR REPAIR COST, COVERAGE-A ONLY

NON-SMOKER'S ENDORSEMENT

ADDITIONAL COVERAGE ENDORSEMENT

CONTINUED ON NEXT PAGE



CAMBRIDGE MUTUAL FIRE INS. CO.
ANDOVER, MASSACHUSETTS 01810

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DESCRIPTION OF ADDITIONAL COVERAGES

PERSONAL UMBRELLA LIABILITY ENDORSEMENT

LIMIT OF LIABILITY - \$1,000,000

EACH OCCURRENCE IN EXCESS OF THE RETAINED LIMIT AS DEFINED HEREIN.
SELF INSURED RETENTION \$500

TERRITORY IS A, NUMBER OF ADDITIONAL AUTOMOBILES IS 1,
OF VEHICLES SUBJECT TO THE UNINSURED/UNDERINSURED MOTORIST SURCHARGE IS 2.

MINIMUM UNDERLYING INSURANCE REQUIRED

TYPE OF COVERAGE

- (A) COMPREHENSIVE PERSONAL LIABILITY OR HOMEOWNERS
-BODILY INJURY AND PROPERTY DAMAGE LIABILITY OR
BOTH COMBINED - \$300,000 EACH OCCURRENCE
- (B) AUTOMOBILE LIABILITY (APPLICABLE TO AUTOMOBILES AS DEFINED HEREIN)
-BODILY INJURY LIABILITY - \$250,000 EACH PERSON/\$500,000 EACH OCCURRENCE
-PROPERTY DAMAGE LIABILITY - \$100,000 EACH OCCURRENCE;
OR COMBINED SINGLE LIMIT
-BODILY INJURY AND PROPERTY DAMAGE LIABILITY - \$300,000 EACH OCCURRENCE
- (C) OWNED RECREATIONAL MOTOR VEHICLE LIABILITY
-BODILY INJURY AND PROPERTY DAMAGE LIABILITY OR
BOTH COMBINED - \$300,000 EACH OCCURRENCE
- (D) WATERCRAFT LIABILITY
-BODILY INJURY AND PROPERTY DAMAGE LIABILITY OR
BOTH COMBINED - \$300,000 EACH OCCURRENCE
- (E) LIABILITY FOR 1 OR 2 FAMILY DWELLINGS OR CONDOMINIUM UNITS RENTED
-BODILY INJURY AND PROPERTY DAMAGE LIABILITY OR
BOTH COMBINED - \$300,000 EACH OCCURRENCE



CAMBRIDGE MUTUAL FIRE INS. CO.
ANDOVER, MASSACHUSETTS 01810

PART B DECLARATIONS PAGE
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DEDUCTIBLE: IN CASE OF A LOSS UNDER SECTION I, WE COVER ONLY THAT PART
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SECTION I COVERAGE	LIMITS OF LIABILITY	PREMIUM
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B. OTHER STRUCTURES	\$59,250	
C. PERSONAL PROPERTY	\$414,750	
D. LOSS OF USE	\$118,500	
SECTION II COVERAGE		
E. PERSONAL LIABILITY, EACH OCCURRENCE	\$300,000	
F. MEDICAL PAY. TO OTHERS, EACH PERSON	\$2,000	\$20.00
TOTAL BASIC PREMIUM		1,488.00

HP 2490071 -07- D

MUTUAL COMPANY
NONASSESSABLE POLICY

THIS HOMEOWNERS POLICY HAS BEEN
 PREPARED IN THE



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF FAMILY ASSISTANCE

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9330 1-800-852-3345 Ext. 9330
 FAX: 603-271-4637 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
 Commissioner

Terry R. Smith
 Director

April 9, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Family Assistance to enter into a contract with Michael Kalinowski (Vendor #105260) in an amount not to exceed \$16,027.00, to provide a True Cost of Care Assessment with a group of urban child care providers, effective April 1, 2013, or date of Governor and Council approval, which ever is later, through March 30, 2014. Funds are available in the following account:

05-95-45-450010-6127 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVSC, HHS:
 TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

State Fiscal Year	Class/Object	Class Title	Amount
2013	102-500731	Contracts for Program Services	\$4,008.00
2014	102-500731	Contracts for Program Services	\$12,019.00
Total			\$16,027.00

EXPLANATION

Financial Assistance for Needy Families participants are charged out-of-pocket fees for licensed child care, which is above the State reimbursement rate of an average of \$75.00 per month per child. Since the Financial Assistance for Needy Families grant is statistically less than one month of rent in New Hampshire, it is difficult to find the funds needed for licensed child care. The inability to secure licensed child care seriously impedes the ability to seek or maintain employment. Not inconsequently, children who experience quality child care have a greater chance at success in school and employment. Families who are unable to secure or maintain employment rely on public assistance for longer periods of time. The Department of Health and Human Services Child Development Bureau produces biennial information on provider fees for child care services. However, there is little evidence regarding the actual cost of operating such programs in urban environments. The purpose of this request is to collect data on the actual cost of operating a licensed child care program in urban areas of New Hampshire and compare that cost to the amount charged for licensed child care services. Similar data has previously been collected in rural areas of the State by this vendor.

The goal of the True Cost of Care's proposed research and assessment is to further develop the data collection model necessary to enable child care providers and policy-makers to determine a set of financial strategies that will provide community supports to child care for utilizing less General Fund dollars. If these supports can be developed, licensed child care providers will be able to open their doors to families from all economic levels.

Bid Summary for RFP #13-DFA-PO-TCCA-06

In accordance with NH RSA 21-I:22-a and NH RSA 21-I:22-b, Requests for Proposals Section 3, Evaluation of the Proposals, detailed the following phases for evaluation to be considered for the this proposal.

Evaluation Phase	Weight/Maximum Points	Dr. Michael Kalinowski	Open Minds
I – Evaluation of Minimum Requirement	Pass/Fail	Pass	Pass
II – Corp. Organization and Project Staff	20% 200 points	182.6	163.3
III – Scope of Work	50% 500 points	461.6	283.3
IV – Cost Proposal	30% 300 points	283	0
Total Score	100% 1,000 points	927.6	446.6

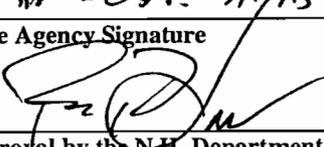
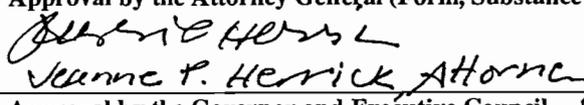
Section II: Evaluation Team Members

1. Jessica Locke, Divison of Children, Youth, and Families, Child Development Bureau, Program Specialist II.
2. Shawn Martin, Division of Family Assistance, Business Administrator.
3. Janine Lesser, Division of Family Assistance, Program Operations Unit, TANF/Child Care Program Specialist IV.

Subject: True Cost of Child Care Assessment

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

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Family Assistance		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Dr. Michael Kalinowski		1.4 Contractor Address 11 Noble K. Peterson Drive Durham, NH 03824	
1.5 Contractor Phone Number 603-868-1171	1.6 Account Number 05-95-45-450010-6127	1.7 Completion Date 03/30/2014	1.8 Price Limitation \$16,027.00
1.9 Contracting Officer for State Agency Mary F. Miller		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dr. Michael Kalinowski, Owner	
1.13 Acknowledgement: State of _____, County of _____ On <u>4/4/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace ED. BOWEN Commission Expires 9/17/13			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Terry R. Smith, Director, Division of Family Assistance	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <u>Jeanne P. Herrick, Attorney</u> On: <u>12 APR. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

1/10

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: llc
Date: 4/6/13

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials: Elle
Date: 4/6/13

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: April 2, 2013

CONTRACT PERIOD: April 1, 2013 through March 30, 2014
Or date of Governor & Council approval, whichever is later

CONTRACTOR: Dr. Michael Kalinowski

NAME: Dr. Michael Kalinowski.

ADDRESS: 11 Noble K. Peterson Drive, Durham, NH 03824

TELEPHONE: 603-868-1171

FAX: 603-862-3271

E-MAIL: m.kalinowski@unh.edu

VENDOR: Dr. Michael Kalinowski

I. General Terms and Conditions:

The goal of the True Cost of Child Care Assessment (TCCCA) proposed research and assessment is to further develop the data collection model that will contribute to a body of research needed to enable child care providers and policy-makers to develop a set of financial strategies that will provide community supports to child care, with diminished reliance on State government funding. If these supports can be developed, it will allow licensed child care providers to open their doors to families from all economic levels. These programs will meet quality standards that will support children's healthy development. The positive results will secure affordable and quality child care which is required for Financial Assistance for Needy Families (FANF) families' participation in New Hampshire's continued economic development.

II. Program Referral Guidelines:

A. The contractor will meet the expected outcomes listed below:

1. An assessment with 25-30 child care providers will be carried out that will enhance their ability to document and calculate data on child care program cost;

2. The development of an instrument that can be used by individual child care providers to measure their per child costs; and
3. Add to the State's research on the gap between the market rates and the program costs of child care.

III. Direct Service Requirements

A. The contractor will execute the following:

1. Recruit and convene a group of 25 - 30 licensed child care providers that include family, group and center licensed child care in NH for four required data collection meetings. At these meetings:
 - a. The same group of providers must participate in all four required meetings.
 - b. Providers must be from an urban area that supports a child care database of a minimum of 90 family, group and center licensed child care providers.
 - c. Providers will review their child care expense information from the 2012 calendar year.
 - d. Using the financial data collection tool supplied by the contractor, child care providers will record their expense information
2. Use a flexible financial template to work with the same group of child care providers to review their expenses during a single fiscal year period;
3. Ensure that this group of providers gains the ability to identify and quantify all the expenses required to provide child care services;
4. Execute the plan to encourage child care providers to join this group, stay with the group, and recognize their achievement and contribution to the research.

IV. Contract Staff

- A. The contract staff will have the qualifications, educational competencies, and professional experience required to provide responsible management and delivery of services.
- B. The contractor demonstrates the experience and ability to work with NH licensed child care providers, to achieve the goals of the TCCCA.
- C. The contractor will provide an excel tool capable of:
 1. Listing categories of early child care and education expenses;
 2. Flexibility in these categories to include all possible and probable expenses resulting in a cost per child for child care for an individual child care provider; and
 3. Collecting data and comparing costs per child across multiple child care sites.
- D. The contractor will make provision for meeting space and incentives for the four required data collection meetings to be held during the contract period.

- E. The contractor and any others hired to work under this contract, are required to sign the Division of Family Assistance (DFA) Statement of Confidentiality (See Attachment A). The signed statements must be returned to the Contracts Administrator within thirty (30) days of the Governor and Executive Council approval of the contract.

V. Evaluation of Program Effectiveness

1. Produce an analysis of the financial template that reviews its usefulness to New Hampshire licensed child care providers in producing real time data on child care program expenses and per child cost;
2. Arrange for an independent evaluation of:
 - a. The data collection method;
 - b. The data collection template's ability to produce a valid measure of individual child care provider site cost per child; and
 - c. The potential ability of these two measures to produce a comparison of the fee per child to the cost per child
3. Included in the analysis is the ability to determine the aggregated product of the per child cost versus the aggregated product of the most recent New Hampshire child care market rate survey to produce an estimate of the gap between child care program cost and child care program fees.

VI. Performance Measures:

1. Contractor will recruit a minimum of 25-30 child care providers. 80% of the recruited child care providers will attend 3 out of the 4 required meetings.
2. 80% of the recruited child care providers will complete the collection of their fiscal data for calendar year 2012 using the supplied TCCCA tool.
3. The TCCCA excel tool will provide 100% of the participating child care providers with an actual cost per child for their individual child care program.
4. The TCCCA excel tool will provide the Division of Family Assistance (DFA) the ability to compare per child cost across 100% of the participating child care programs.

VII. Reporting Requirements

- A. The contractor will describe how they will inform the DFA of ongoing progress in the meeting program objectives as laid out in the work plan and timeline by providing a monthly update.

The monthly updates should include:

1. A description of progress;
2. Any materials produced such as recruitment materials;
3. Agendas;
4. Meeting minutes;
5. An example of the TCCCA template in its stages; and
6. Feedback from the child care provider group.

- B. The contractor should identify a recognized professional in New Hampshire economics familiar with education and early child care and education economic models for the review of the template and the resulting data collection validity. This review should be a separate area of a final report that provides an analysis of the data collection process; the effectiveness and utility of the template with New Hampshire child care providers; lessons learned from this project; and suggestions for a statewide data collection system.
- C. Contractor will supply a final report to the DFA providing the contractor's estimate of progress in developing statewide ability to assess per child cost in individual child care programs. The contractor will provide recommendations on the statewide use of the TCCA tool to compare market rate child care fees to actual individual child care costs per program.
- D. After completion of services under this agreement and surviving this agreement, DHHS retains the right to use the **True Cost of Child Care Assessment** template with its logic and formulas for the continuation of use in data analysis and assessment.

ATTACHMENT A

Division of Family Assistance

Statement of Confidentiality

Every client has the right to privacy and confidentiality of his or her record. Information contained in an individual's case record is designated confidential under state and federal law.

All staff and employees of the Department of Health and Human Services (DHHS), including agencies under contract with DHHS, are under an equal obligation to treat as confidential any information they may acquire, by any means, about an applicant, a recipient or former recipient.

The fact that an individual is a current or past recipient of assistance from any Departmental program is considered confidential information. Information about a client may be shared among staff of DHHS (or contract agency) only as is necessary for the administration of the program(s) from which the individual is receiving services; this may include programs administered by other divisions such as DCYF or DCSS.

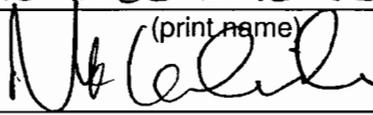
No information is to be shared outside of DHHS (or the contract agency) with anyone except with the informed written authorization of the client or the person authorized to give consent on the client's behalf. Clients must be advised of the information that will be shared and the time period this sharing will take place.

Contract agencies and DHHS shall share information with one another that is related to the service(s) provided and administration of the program as described in the contract without an additional release.

Without a specific release, discussions cannot include mention of any client names or facts that would identify an individual. Information cannot be given over the phone unless it is given directly to the client or an individual whom the client has designated, in writing, to act in their behalf. This prohibition applies to police officers, legislators, lawyers and others who assert a need to know confidential information. All third parties must provide written authorization of the client to discuss or receive confidential information.

Breaches of confidentiality will be regarded as a serious offense and grounds for disciplinary action.

I, MICHAEL KALINOWSKI (print name) have read and understand this statement and agree to abide by it.



4/6/13

Signature

Date

MICHAEL KALINOWSKI

Organization

EXHIBIT B: METHODS AND CONDITIONS PRECEDENT TO PAYMENT

Contractor: Dr. Michael Kalinowski

Contract Period: April 1, 2013 through March 30, 2014 or date of Governor & Council approval, whichever is later.

I. Funding of Contract

- A. This contract is funded with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.558, Federal Agency Health and Human Services Program Title Temporary Assistance for Needy Families in the amount of \$16,027.00.
- B. Subject to the contractor's compliance with the terms and conditions of this Contract, and for services provided to eligible individuals, the Division of Family Assistance shall reimburse Michael Kalinowski up to a maximum total payment of \$16,027.00.
- C. The Contractor will perform the Total Cost of Child Care Assessment during the period of April 1, 2013 through March 30, 2014, and shall not exceed \$2,697.00 during April 1, 2013 to June 30, 2013 and shall not exceed \$13,330.00 from July 1, 2013 to March 30, 2014 in accordance with the DHHS budget forms submitted with this document.
- D. Upon receipt of monthly invoices, the Division of Family Assistance shall reimburse the Contractor, when:
 - 1. Invoices submitted for reimbursement are in the format consistent with the line item budget identified in the DHHS budget form SFY 2013 and SFY 2014.
 - 2. Invoices shall be submitted to DFA within thirty (30) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to DFA no later than sixty (60) days after the completion date of this Contract. Failure to submit the final invoice by that date may result in non-payment.
 - 3. Payment will be made by DFA subsequent to approval of the submitted invoice and if sufficient funds are available in the budget line item submitted by the contractor to cover the costs and expenses incurred in the performances of the services.
 - 4. Payments may be withheld pending receipt of required reports as defined in Exhibit A.

- E. The contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval by the Division of Family Assistance.
- F. Invoices shall be sent to:
Financial Administrator
Department of Health and Human Services
Division of Family Assistance
129 Pleasant Street
Concord, NH 03301
- G. Payment shall be made by the Division of Family Assistance subsequent to approval of the submitted invoice and if sufficient funds are available in the budget line item submitted by the contractor to cover the costs and expenses incurred in the performance of the services.
- H. There shall be no financial costs incurred by the Division of Family Assistance for any services or related resources that are otherwise available from Michael Kalinowski, on a non-reimbursable basis.

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

Bidder/Program Name: Michael Kalinowski

True Cost of Child Care
Budget Request for: Assessment

(Name of RFP)

Budget Period: 4/1/13 to 6/30/13 (SFY 2013)

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 2,400.00	\$ -	\$ 2,400.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ 125.00	\$ -	\$ 125.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office (copying)	\$ 12.00	\$ -	\$ 12.00	
6. Travel	\$ 160.00	\$ -	\$ 160.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 2,697.00	\$ -	\$ 2,697.00	

Indirect As A Percent of Direct

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

Bidder/Program Name: Michael Kalinowski

True Cost of Child Care
Budget Request for: Assessment

(Name of RFP)

Budget Period: 7/1/13 to 3/30/14 (SFY 14)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Costs
1. Total Salary/Wages	\$ 8,943.00	\$ -	\$ 8,943.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ 1,375.00	\$ -	\$ 1,375.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office (copying)	\$ 58.00	\$ -	\$ 58.00	
6. Travel	\$ 1,346.00	\$ -	\$ 1,346.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 58.00	\$ -	\$ 58.00	
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):	\$ -	\$ -	\$ -	
Incentives	\$ 1,550.00	\$ -	\$ 1,550.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 13,330.00	\$ -	\$ 13,330.00	

Indirect As A Percent of Direct

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. 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:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 Contractor's 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:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 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:

9. 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:

9.1 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.

9.2 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

10.1 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.

10.2 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.

11. 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.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

Contractor Initials: HLL
Date: 4/6/13

12.1 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.

12.2 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.

13. 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.

14. 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:

14.1 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.

15. 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.

16. 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.

17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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

Contractor Initials: JG
Date: 4/6/13

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – 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.

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.

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

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NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence; and

NH Department of Health and Human Services

STANDARD EXHIBIT D

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

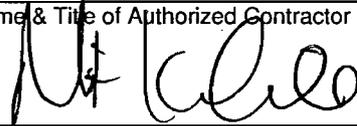
Place of Performance (street address, city, county, state, zip code) (list each location)

Durham, NH 03824

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

Dr. Michael Kalinowski From: 4/1/2013 To: 3/30/2014
 (Contractor Name) (Period Covered by this Certification)

Dr. Michael Kalinowski - Owner
 (Name & Title of Authorized Contractor Representative)

 4/6/13
 (Contractor Representative Signature) (Date)

Contractor Initials: 
 Date: 4/6/13