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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4549 1-800-852-3345 Ext. 4549
Fax: 603-271-8705 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

March 11, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Protection, Healthy Homes and Lead Poisoning Prevention Program, to enter into an agreement with K. Kirkwood Consulting, LLC (Vendor #221136-B001), 251 Pine Street, Manchester, NH 03103, in an amount not to exceed \$83,000.00, to allow the Healthy Homes and Lead Poisoning Prevention Program to expand its outreach and training collaboration with the Environmental Protection Agency and offer trainings to increase the number of certified renovators and firms in the state, to be effective March 15, 2013 or date of Governor and Council approval, whichever is later, through December 31, 2013. 100% FED

Funds are anticipated to be available in the following accounts for SFY 2013 and SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets, 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.

05-95-90-901510-5307, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, EPA RENOVATION, REPAIR AND PAINTING

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. Rows include SFY 13 and Sub-Total.

05-95-90-901510-5497, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, EPA CHILDHOOD LEAD SAFETY SERVICES

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. Rows include SFY 13, SFY 14, and Sub-Total.

05-95-90-901510-5497, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, CDC HEALTHY
HOMES AND ENVIRONMENTS

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 13	102-500731	Contracts for Program Services	90036000	\$8,000
			Sub-Total	\$8,000
			Total	\$83,000

EXPLANATION

Funds in this agreement will be used to provide Environmental Protection Agency/Department of Housing and Urban Development Model Renovator Courses for Lead Safety for Renovation, Repair and Painting to an estimated 150 individuals at no charge. Environmental Protection Agency funds will also be used to provide outreach and lead-safe practice education to 50 builders/remodeling workers, and to host a one-day regional Renovation, Repair and Painting conference. Centers for Disease Control funds will be used to update the statewide Healthy Homes Strategic Plan.

The Renovation, Repair and Painting courses will increase the number of certified renovators in the state's high risk areas for lead paint poisoning of children (Manchester, Berlin, Claremont/Newport, Franklin, Laconia, Nashua and Rochester), and thus improve the lead safe renovation practices used during renovation projects. The free courses remove a cost barrier for small firms that have been hindered by cost concerns regarding the fee for training employees and the fee for firm certification. In 2012 a similar contract achieved the goal of training 150 renovators in New Hampshire. Outreach to builders/remodelers will provide educational materials and consultation to assure ongoing practices are conducted with lead safety as a priority. The one-day regional Renovation, Repair and Painting conference will enable state, federal and local partners across the northeast to compare best practices, review policies and receive expert presentations on the most effective means for program implementation. The updating of the statewide Healthy Homes Strategic Plan will refresh and reinforce the state's guidance document, with is used by state and local Healthy Homes teams for coordination and implementation of an integrated approach to safe housing.

Common renovation activities like sanding, cutting and demolition can create hazardous lead dust and chips by disturbing lead-based paint, which can be harmful if ingested by adults and children. Lead paint was banned in 1978, however approximately 65% of housing in NH was built prior to 1978. Over 90% of elevated blood lead levels cases are a result of exposure to lead-based paint and dust. Approximately one in three children identified with elevated blood lead levels were exposed as a result of renovations.

Lead poisoning in young children causes physical damage including developmental delays, attention deficits, hyperactivity, slower growth and other persistent health effects. Children poisoned by lead are more likely to exhibit poor impulse control, aggression, short attention span, and poor organization skills. Between 1997-2007, 2,903 New Hampshire children ages 0-6 were documented to have elevated levels of lead.

To protect against this risk, on April 22, 2008, the Environmental Protection Agency issued the federal Renovation, Repair and Painting Rule. It requires firms performing renovation, repair and painting projects that disturb lead-based paint in pre-1978 homes, childcare facilities and schools to use trained individuals and to be certified by the Environmental Protection Agency. Individuals become certified in Renovation, Repair and Painting by taking an approved eight-hour course from an approved trainer or a four-hour refresher course every five years. The other components of this contract support lead safe education and outreach to builders and a Healthy Homes Strategic Plan update that provides guidance on safety in the home environment and is used for screening and referral by home visitor programs to assist families.

Should Governor and Council not authorize this Request, the trend of reduced childhood lead poisoning in our state (from 283 new cases at 10 or more micrograms per deciliter in 2004 to 93 in 2011) could be reversed.

K. Kirkwood Consulting, LLC was selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from November 16, 2012 through December 14, 2012. In addition, although no bidder's conference was held, questions were allowed to be submitted in writing up to November 30, 2012, and responses were posted on the Department of Health and Human Services' website by December 6, 2012.

Two applications were submitted and reviewed by an evaluation team of two Department of Health and Human Services employees and one external reviewer. Two reviewers had between ten to twenty years experience in lead safety services and certification, and one reviewer had two years experience with lead and ten years experience with public health contract selection and development. The Request for Applications criteria included agency capacity to deliver the services, structure of the proposed project with an emphasis on a clear plan and strategies to reach target numbers and deliver the required services, budget and justification, and format. Applications were scored by individual reviewers, and final recommendations made at a review meeting based on strengths and weaknesses as reflected in the scores of the proposals and averaging the scores. K. Kirkwood Consulting received a total average score of 91 out of 100 possible points, as compared to a score of 76 for the other proposal. The Bid Summary is attached.

The Renovation, Repair and Painting services were contracted previously with this agency in SFY 2012 and 2013 in the amount of \$18,602. This new contract represents an increase of \$64,397. However, the new contract increases funding for advertising and recruitment for Renovation, Repair and Painting and expands the types and scope of work beyond Renovation, Repair and Painting.

To measure and improve the quality of public health services, Division of Public Health Services employs a performance management model. This model, comprised of four components, provides a common language and framework for Division of Public Health Services and its partners. These four components are: 1) performance standards; 2) performance measurement; 3) reporting of progress; and, 4) quality improvement. Division of Public Health Services has established the following performance measures for the work to be carried out under this application:

- A minimum of 150 individuals working in the building and renovation trades are trained in Renovation, Repair and Painting methods throughout the state by December 31, 2013.
- At least 90% of 150 participants obtain a passing score after completing the course and receive certification by December 31, 2013.

- For health promotion activities a minimum of 50 renovators are provided education regarding lead safe practices by December 31, 2013.
- A least one one-day regional Renovation, Repair and Painting conference is held for up to 60 regional partners by September 30, 2013, with a conference satisfaction rating of 80% or better.
- A revision to the statewide healthy homes strategic plan is completed in coordination with the Healthy Homes Steering Committee by May 31, 2013.

Area served: Statewide.

Source of Funds: 100% federal funds from the Environmental Protection Agency and the Centers for Disease Control and Prevention.

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

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/MD/js

Program Name Lead Poisoning Prevention
Contract Purpose Lead Safety Training and Education
RFP Score Summary

	Max Pts	Institute for Environmental Education, Derry, NH	K. Kirkwood Consulting, LLC, Manchester, NH				
RFA/RFP CRITERIA							
Agy Capacity	20	16.67	19.33				
Program Structure	45	33.33	39.33				
Budget & Justification	30	23.00	27.67				
Format	5	3.33	4.67				
Total	100	76.33	91.00				

BUDGET REQUEST							
Year 01		39,044.00	58,638.00				
Year 02		66,930.00	47,250.00				
Year 03		-	-				
TOTAL BUDGET REQUEST		105,974.00	105,888.00				
BUDGET AWARDED							
Year 01		-	-				
Year 02		-	-				
Year 03		-	-				
TOTAL BUDGET AWARDED		-	83,000.00				

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Michael Dumond	Bureau Chief	NH DPHS	15 years in public health w/ contracts
2	Luann Speikers	Environmentalist III	NH DPHS	20 years in lead program
3	Gloria Paradise	Executive Director	NH Hsng Fin Authority	10 years lead poisoning prevention & proposal review

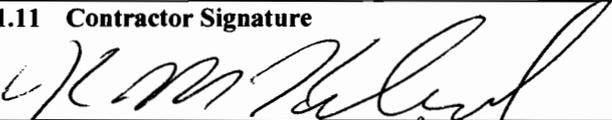
Subject: Lead Safe Services

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 Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name K. Kirkwood Consulting, LLC		1.4 Contractor Address 251 Pine Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 716-2900	1.6 Account Number 05-95-90-901510-5497-102-500731, 05-95-90-901510-5307-102-500731	1.7 Completion Date December 31, 2013	1.8 Price Limitation \$83,000.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kate Kirkwood, Owner	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> . On <u>2/22/13</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 <u>KRUSTI B. Whitney Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
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>11 Apr. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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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 certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

NH Department of Health and Human Services

Exhibit A

Scope of Services

Lead Safe Services

CONTRACT PERIOD: March 15, 2013 or date of G&C approval, whichever is later, through December 31, 2013

CONTRACTOR NAME: K. Kirkwood Consulting, LLC
251 Pine Street

ADDRESS: Manchester, NH 03103

Owner/Manager: Kate Kirkwood

TELEPHONE: (603) 716-2900

The Contractor shall:

The Contractor shall provide Lead Safe Services as specified below

I. General Provisions

A. Eligibility and Income Determination for Services

N/A

B. Numbers Served

Training is to be provided to an estimated 150 individuals by December 31, 2013, 150 of which will be individuals employed in the building or renovation trade. At a minimum, the areas where trainings shall be held are: Manchester, Berlin, Claremont/Newport, Franklin, Laconia, Nashua and Rochester. Additional trainings shall be offered in other communities based on available funding and need throughout the state. One update of the New Hampshire Statewide Healthy Homes Strategic Action Plan will be completed by May 31, 2013. One one-day regional Renovation, Repair, and Painting (RRP) conference for up to 60 partners will be held by September 30, 2013. Outreach and lead safe practice education and advising by the HPA will be provided to (see A-2 for target numbers) builders/remodeling workers by September 30, 2013.

C. Culturally and Linguistically Appropriate Services

The Division of Public Health Services (DPHS) recognizes that culture and language have considerable impact on how consumers access and respond to services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to services, the DPHS expects the Contractor to provide culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of the training population.
- Promote the knowledge and skills necessary for individuals to work effectively with respect to their culturally and linguistically diverse environments.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.

- Offer individuals a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

D. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws.

E. Relevant Policies and Guidelines

The Contractor shall adhere to all classroom modules and hands-on instruction as outlined in the Environmental Protection Agency/Housing and Urban Development (EPA/HUD) Model Renovator Course: Lead Safety for Renovation, Repair, and Painting (Instructor Manual EPA-740-R-09-001 and Student Manual EPA-740-R-09-002, October 2011 or superseding revisions) located at: <http://epa.gov/lead/pubs/epahudrrmodel.htm>

The Contractor shall adhere to all classroom modules and hands-on instruction as outlined in the EPA/HUD Model Renovator Refresher Course: Lead Safety for Renovation, Repair, and Painting (Instructor Manual EPA-740-R-09-003 and Student Manual EPA-740-R-09-004, October 2011 or superseding revisions) located at: http://epa.gov/lead/pubs/epahudrrmodel_refresher.htm

F. Publications Funded Under Contract

1. The Department of Health and Human Services (DHHS) and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from the DPHS before printing, production, distribution, or use.
3. The Contractor shall credit the Environmental Protection Agency (EPA) and the DPHS on all materials produced under this contract following the instructions outlined in Exhibit C, 14.1.

G. Subcontractors

If services required to comply with this exhibit are provided by a subcontracted organization or agency, the DPHS must be notified in writing prior to initiation of the subcontract. Hiring of the staff to update the statewide Healthy Homes Strategic Plan and of the Health Promotion Advisor (HPA) will be subject to the approval of the DPHS. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

II. Minimal Standards of Core Services

A. **Service Requirements**

All components and activities carried out by the Contractor shall be in cooperation with, and with the approval of, the DPHS and the EPA.

1. Renovation, Repair and Painting (RRP) Training:

The Contractor shall:

1. Be an EPA-accredited Renovation, Repair and Painting training provider with an office in New Hampshire. This can be a subcontract arrangement with an EPA accredited provider that has an office in New Hampshire if the primary contract is with a non-EPA RRP-accredited provider.
2. Provide EPA/HUD Model Renovator Courses for 150 individuals employed in the building and renovation trade by December 31, 2013 in various geographic locations within the State of New Hampshire in accordance with all classroom modules and hands-on instruction as outlined in the EPA/HUD Model Renovator Course: Lead Safety for Renovation, Repair, and Painting (Instructor Manual EPA-740-R-09-001 and Student Manual EPA-740-R-09-002, October 2011 or superseding revisions) located at:
<http://epa.gov/lead/pubs/epahudrrmodel.htm>
3. Provide EPA/HUD Model Renovator Refresher Courses in various geographic locations within the State of New Hampshire in accordance with all classroom modules and hands-on instruction as outlined in the EPA/HUD Model Renovator Refresher Course: Lead Safety for Renovation, Repair, and Painting (Instructor Manual EPA-740-R-09-003 and Student Manual EPA-740-R-09-004, October 2011 or superseding revisions) located at: http://epa.gov/lead/pubs/epahudrrmodel_refresher.htm.
4. Provide, at a minimum, one EPA-approved Spanish Renovator Course or Refresher Course.
5. Maintain an attendance sheet for each training session.
6. After each training session, ensure participants complete a course evaluation form.
7. Provide photo identification cards that will identify individuals as certified renovators to those students who successfully pass skills assessment and written course examinations.
8. Provide a summary report of the trainings to the DPHS' Healthy Homes and Lead Poisoning Prevention Program (HHLPPP) including the number of successful graduates of the course, and copies of course evaluations.
9. Coordinate, in partnership with the DPHS' HHLPPP, recruitment of students for each course.

The DPHS' HHLPPP shall:

- Provide a location for training courses and hands-on assessments.
- Coordinate, in partnership with the Contractor, recruitment of students for each course.
- Register students for each course.
- Require students to complete the EPA's "Application for Firms to Conduct Lead-Based Paint Activities and/or Renovations" <http://epa.gov/lead/pubs/firmapp.pdf>, and submit payment to the EPA, if applicable.
- Provide food and beverages for breaks.

2. Lead Safety Activities:

The Contractor shall:

1. Complete an update of the Statewide Healthy Homes Strategic Plan by May 31, 2013. The update will include collaboration with the Healthy Homes Steering Committee and review and approval of the

revisions by DPHS staff. DPHS staff will be involved in the selection and hiring process of the person/agency selected to revise the Strategic Action Plan.

2. Hire a Health Promotion Advisor by May 2013 to work with state program staff on outreach, advising and education to builders/renovators and other target groups by September 30, 2013. DPHS staff will be involved in the selection and hiring process. Specific activities will include:
 - i. Coordinate one annual forum for 50 licensed and certified lead professionals.
 - ii. Provide 2 e-newsletters advising certified lead professionals of compliance issues (as determined by lead program).
 - iii. Perform audits of lead abatement courses and record audit outcomes in CLASSACT database.
 - iv. Provide compliance assistance regarding the Pre-Renovation Lead Education Rule and the Real Estate Notification and Disclosure Rule through presentations to contractors, health officers' conference, individual technical advising, and other associations (target number of 50 individuals within the contract period).
3. Provide part-time clerical support to assist with meeting overall contract deliverables (funded until September 30, 2013).
4. Coordinate a one-day regional RRP conference by September 30, 2013 that can accommodate up to 60 people. It is expected that the conference planner will work closely with state program and EPA staff to develop and approve an agenda, approve presenters and that conference costs will be covered by funds within this contract.

B. Staffing Provisions

1. New Hires

The Contractor shall notify the DPHS' HHLPPP in writing within two weeks of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

2. Vacancies

The Contractor must notify the DPHS' HHLPPP in writing if at any time the Contractor does not have adequate staffing to perform all required services.

C. Coordination of Services

1. The Contractor and the DPHS' HHLPPP shall assure the ongoing transfer of information from the DPHS' HHLPPP to the Contractor, and from the Contractor to the DPHS' HHLPPP, as deemed necessary by the DPHS' HHLPPP. The Contractor will provide quarterly (every 90 days) status reports in writing.
2. The DPHS' HHLPPP may require additional information in order to satisfy reporting requirements or as required by the EPA.

III Quality or Performance Improvement (QI/PI)

A. Workplans

1. Performance Workplans are used to monitor achievement of standard measures of performance of the services provided under this contract. The workplans are a key component of the Healthy Homes and Environments Section (HHES) performance-based contracting system and of this contract.
2. The Contractor shall incorporate required and developmental performance measures, defined by the HHES, into the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets.
3. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by the HHES. The HHES will provide the Contractor with advance

notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

1. In addition to Performance Workplans, the Contractor shall submit to the HHES the following data used to monitor program performance:
2. Workplans and Workplan Outcome reports according to the schedule and instructions provided by the HHES. The HHES shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
3. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.
4. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
5. An annual summary of training evaluation results obtained during the contract year and of the method by which the results were obtained must be submitted with final annual Workplan Outcome/Progress report.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the HHLPPP to periodically review the Contractor's systems of governance, administration, data collection and submission, and financial management in order to assure systems are adequate to provide the contracted services. The Contractor will host a meeting with HHLPPP and EPA to update them on the status of the deliverables every 180 days.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
3. On-Site reviews may be waived or abbreviated at the discretion of the EPA. EPA is solely authorized to determine or waive on-site reviews.

5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

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 fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such

costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

- 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 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 nine months 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.

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 directed 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

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 sixty (60) 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, Division of Public Health Services, with funds provided in part or in whole 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. 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 government 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. Insurance: Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. These amounts may NOT be modified.

- (1) The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: 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 incident or occurrence. These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.

- (2) The contractor certifies it does NOT qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. Audit

The State of New Hampshire has determined that the contract activities do not warrant a full financial audit and therefore the parties waive the requirement of Exhibit C, 10. 1. Audit and instead accept an Annual Financial Review.

The remainder of this page intentionally left blank.

18. 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.

19. 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.

Contractor Initials: JLML
Date: 2/22/13

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: Whenever 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 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.

Contractor Initials: JKM/K
Date: 2/22/17

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 to 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 GRANTEEES 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 5151-51-5160 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 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 certification 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

- 1) 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 employee's 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;

- (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).
- 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.

K. Kirkwood Consulting, LLC From: 3/15/13 or date of G&C Approval, whichever is later To: 12/31/13
 Contractor Name Period Covered by this Certification

Kate Kirkwood
 Name and Title of Authorized Contractor Representative

[Signature] 2/22/13
 Contractor Representative Signature Date

NH Department of Health and Human Services

Standard Exhibit E

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):

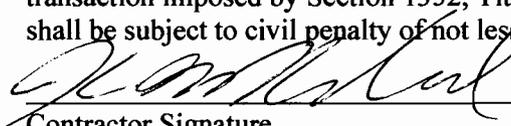
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 3/15/13 or date of G&C Approval, whichever is later, through 12/31/13

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	<i>owner</i>
Contractor Signature	Contractor's Representative Title
K. Kirkwood Consulting, LLC	<i>2/14/13</i>
Contractor Name	Date

NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "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

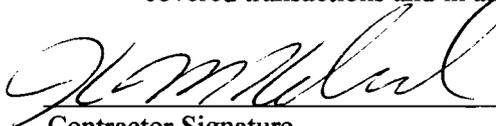
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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 1 b of this certification; and
 - d. 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.
2. 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

	<u>owner</u>
Contractor Signature	Contractor's Representative Title
<u>K. Kirkwood Consulting, LLC</u>	<u>2/22/13</u>
Contractor Name	Date

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

 owner

Contractor Signature Contractor's Representative Title

K. Kirkwood Consulting, LLC 2/22/13

Contractor Name Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



Contractor Signature

owner

Contractor's Representative Title

K. Kirkwood Consulting, LLC
Contractor Name

2/22/13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Exhibit I- Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

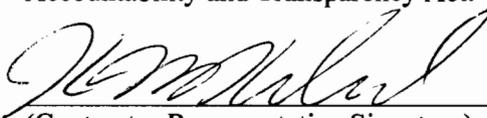
In accordance with 2 CFR Part 170 (Reporting Sub-award and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

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

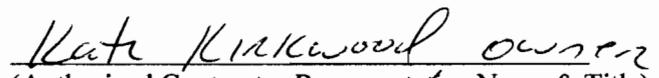
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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



(Contractor Representative Signature)



(Authorized Contractor Representative Name & Title)

K. Kirkwood Consulting, LLC

(Contractor Name)

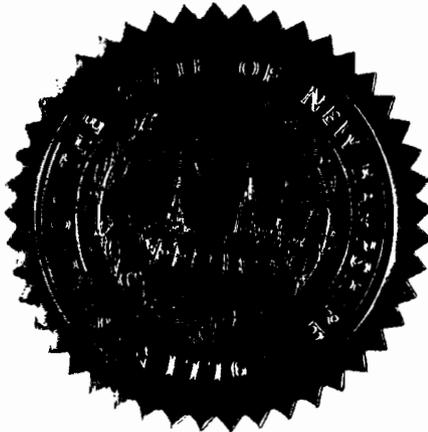
2/22/13

(Date)

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that K Kirkwood Consulting, LLC is a New Hampshire limited liability company formed on April 9, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April, A.D. 2013

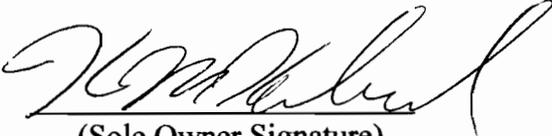
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY
(Sole Proprietor)

I, Kate Kirkwood, as a Sole Owner of my Business, K. Kirkwood Consulting, LLC, certify the I am authorized to enter into a contract with the State of New Hampshire, Department of Health and Human Services, on behalf of myself.

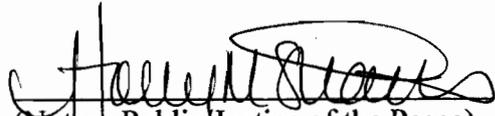
IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this 2nd day of March, 2013.


(Sole Owner Signature)

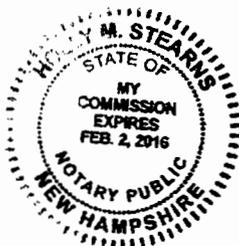
STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 2nd day of March, 2013, before me, Holly Stearns, the undersigned Officer, personally appeared Kate Kirkwood, who acknowledged her/himself to be the Sole Owner, of K. Kirkwood Consulting, LLC, a Business, and that she/he, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by her/himself as K. Kirkwood Consulting, LLC.

IN WITNESS WHEREOF I hereunto set my hand and official seal.


(Notary Public/Justice of the Peace)

My Commission expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/4/2013

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

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

PRODUCER Foy Insurance Group - Manchester 1889 Elm St Manchester NH 03104	CONTACT NAME: Heidi SanSouci	
	PHONE (A/C No. Ext): (603) 641-8111	FAX (A/C No.): (603) 641-9849
E-MAIL ADDRESS: Heidi.SanSouci@FoyInsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Sentinel Insurance Co		11000
INSURER B: Assigned Risk - WC - NH		0059
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Master Rev 13-14 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			04SBMZP2272	4/2/2013	4/2/2014	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000	
								PRODUCTS - COMP/OP AGG	\$ 4,000,000
									\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DED	RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Kate Kirkwood is excluded			<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	TBD	2/16/2013	2/16/2014	E.L. EACH ACCIDENT	\$ 100,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below			3A NH			E.L. DISEASE - EA EMPLOYEE	\$ 100,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	

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

CERTIFICATE HOLDER Director, Division of Public Health Servi NH DHHS 29 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Melissa Fini/EJESSE



Roberta M. Large

CERTIFIED PUBLIC ACCOUNTANT

Post Office Box 550
Rochester, New Hampshire 03866-0550

Tel (603)332-7273
Fax (603)330-9177

K. Kirkwood Consulting, LLC
23 Nute Road
Madbury, NH 03823

I have reviewed the accompanying balance sheet of **K. Kirkwood Consulting, LLC** (a New Hampshire Limited Liability Company) as of December 31, 2012 and the related statement of income for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of the Company.

A review consists principally of inquiries of the Company's personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express such an opinion.

Based upon my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Roberta M. Large
Certified Public Accountant
March 18, 2013

K Kirkwood Consulting LLC
Balance Sheet
As of December 31, 2012

Accrual Basis

	<u>Dec 31, 2012</u>
ASSETS	
Current Assets	
Checking/Savings	
Citizens Bank	1,341.49
Total Checking/Savings	<u>1,341.49</u>
Accounts Receivable	
Accounts Receivable	21,000.00
Total Accounts Receivable	<u>21,000.00</u>
Other Current Assets	
Loan to Officer	13,500.00
Total Other Current Assets	<u>13,500.00</u>
Total Current Assets	35,841.49
Fixed Assets	
Computers and Equipment	4,296.49
Vehicle	10,774.00
Accumulated depreciation	-9,979.00
Total Fixed Assets	<u>5,091.49</u>
TOTAL ASSETS	<u><u>40,932.98</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	2,300.00
Total Accounts Payable	<u>2,300.00</u>
Other Current Liabilities	
Payroll Taxes Payable	17,814.12
Accrued Corp Taxes	987.00
Total Other Current Liabilities	<u>18,801.12</u>
Total Current Liabilities	<u>21,101.12</u>
Total Liabilities	21,101.12
Equity	
Capital Stock	1,000.00
Retained Earnings	-6,104.64
Net Income	24,936.50
Total Equity	<u>19,831.86</u>
TOTAL LIABILITIES & EQUITY	<u><u>40,932.98</u></u>

K Kirkwood Consulting LLC
Profit & Loss
 January through December 2012

Accrual Basis

	<u>Jan - Dec 2012</u>
Ordinary Income/Expense	
Income	
Consulting Income	300,872.68
Customer refunds	-475.00
Total Income	<u>300,397.68</u>
Cost of Goods Sold	
Materials and supplies	1,330.85
Training facility expense	1,989.85
Outside Consultants	69,488.71
Total COGS	<u>72,809.41</u>
Gross Profit	227,588.27
Expense	
Salary and wages	125,521.92
Accounting	2,000.00
Advertising and promotion	2,036.33
Automobile expense	4,616.37
Bank charges	4,501.35
Continuing education	2,290.00
Depreciation expense	1,395.00
Dues and subscriptions	26.00
Insurance - General Liability	485.00
Interest expense	1,035.68
Legal	2,944.60
Meals and entertainment	3,330.21
Miscellaneous expense	1,144.94
Office supplies and postage	9,331.86
Payroll processing fees	234.85
Rent expense	9,204.16
Repairs and maintenance	860.00
Taxes - Payroll	15,424.08
Taxes - Miscellaneous	237.00
Taxes - NHBP Tax	987.00
Telephone and internet expense	5,396.66
Training	1,050.00
Travel expense	5,519.70
Utilities	1,794.62
Total Expense	<u>201,367.33</u>
Net Ordinary Income	26,220.94
Other Income/Expense	
Other Expense	
S Distributions Kate Kirkwood	1,284.44
Total Other Expense	<u>1,284.44</u>
Net Other Income	<u>-1,284.44</u>
Net Income	<u><u>24,936.50</u></u>

K. KIRKWOOD CONSULTING, LLC

**NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2012**

Summary of Significant Accounting Policies

This summary of significant accounting policies of **K. Kirkwood Consulting, LLC** is presented to assist in understanding the Company's financial statements. The financial statements and accompanying notes are representations of the LLC members who are responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Business Activity

K. Kirkwood Consulting, LLC is a New Hampshire Limited Liability Company. The purpose of the Company is to provide consulting services, and training and education services, to communities, agencies and individuals regarding healthy homes.

Accounting Method

Income and expenses are reported on the accrual basis of accounting, whereby income is recognized as earned rather than when collected and expenses are recognized when incurred rather than when paid.

Property and Equipment

The company's equipment and vehicles are recorded at cost. Expenditures for maintenance and repairs are charged to expense as incurred. Equipment purchases are depreciated over seven years, using the modified accelerated cost recovery system (MACRS) for both income tax purposes and financial reporting purposes, unless Sec 179 depreciation is elected for tax purposes. Generally accepted accounting principles (GAAP) require that depreciation be calculated and recorded on the books according to the straight-line method of accounting. The calculation of depreciation under these two methods does not produce a significant difference; therefore, the financial statements as presented are not considered a material departure from GAAP.

Income Taxes

The company is taxed as an S Corporation for federal income tax purposes and, as such, all tax liabilities pass-through to the shareholders individually. No provision has been made, therefore, for federal income taxes.

KEY ADMINISTRATIVE PERSONNEL

**NH Department of Health and Human Services
Division of Public Health Services**

Agency Name: K. Kirkwood Consulting, LLC

Name of Bureau/Section: Division of Public Health Services, Bureau of Public Health Protection, Healthy Homes and Environment Section, Lead Safe Services

BUDGET PERIOD:	SFY 2013	March 15, 2013 - June 30, 2013	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Kate Kirkwood, Owner/Manager	\$80,000	15.25%	\$12,200.00
Ben Kirkwood, Training Coordinator	\$50,000	29.60%	\$14,800.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$27,000.00

BUDGET PERIOD:	SFY 2014	July 1, 2013 - December 31, 2013	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Kate Kirkwood, Owner/Manager	\$80,000	11.00%	\$8,800.00
Ben Kirkwood, Training Coordinator	\$50,000	22.00%	\$11,000.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$19,800.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

Kate Kirkwood

Project Manager

Experienced in a variety of industries and projects with budgets ranging from \$5.00 - \$6,000,000.00

Education

Master of Business Administration 1986
New Hampshire College (now Southern NH University) GPA 3.81

Bachelor of Science, Business Administration 1985
Franklin Pierce College (magna cum laude)

Professional Experience

Founder, Manager K. Kirkwood Consulting, LLC, 2008 – present
Founder, Training Program Mgr, Lead-Edu, EPA/HUD certified Lead Safety Training (2009-present)
Project Coordinator – Manchester based lead hazard control projects for NHHFA 2010-present
Program Manager Lead Hazard Control and Housing Rehab, City of Manchester, NH 2008 - 2012
Lead Outreach and Education Coordinator (City of Manchester Community Improvement Program/ The Way Home) November 2007 - 2008
Executive Director (Touring Actors Company) 2005- November 2007
Teaching Artist (New Hampshire Theatre Project) 2000 – present (part time)
Executive Director (Arts Rochester) 2002-2005
Director of Programming (Mill Pond Center for the Arts) 2004-2005 (interim – part time)
Self Employed Trainer/consultant 1990-present
Owner/Manager (Tech Direct, Rochester, NH) 1985-1990
General Manager (Mikan Inc) 1982-1985
Executive Director (Gilford Playhouse) 1980-1982

Teaching and Training Experience

Adjunct Instructor

Southern NH University Graduate School of Business (1996-2000)

Taught Corporate Training and Development

Undergraduate School of Business (currently teaching) Human Relations in Administration, Small Business Management, Organizational Behavior, Human Resource Management, Intro to Business, Principals of Management, Leadership skills, SNHU transitions

Franklin Pierce College (1986-1989) Taught Government and Business, Theatre History, Women in Management, Principals of Marketing, Small Business Management, and Senior Business Seminar

Granite State College 1995-1998 (Then College for Lifelong Learning) Taught Managing Conflict, Entrepreneurship, and Principals of Management

McIntosh College (1988-1989) taught Small Business Management, Accounting One, Personal Financial Management, Principals of Management

State of NH Staff Development Workshops (1987) Time Management and Communications Skills

Facilitator

Papoutsy Seminar for Women Entrepreneurs (2000)

Leadership Teacher (teacher workshops – all grades) 2006-2007

Arts enrichment presentations to local public and private school students and faculty. 2000 - 2007

Kate Kirkwood (cont)

Awards

Excellence in Teaching Award (Franklin Pierce College, Division of CE, 1990)
Outstanding Actress (newbie nomination) 2002

Presentations

Principal instructor for Lead-Edu, EPA/HUD certified Lead Safety Training
Constant staff training in OD consulting contracts as well as entrepreneurial ventures
NH High School teachers staff development (time management, communication skills, incorporating drama in the classroom)
Fundraising and development presentations to rotary and other local clubs and gatherings
Frequent guest on radio and television programs regarding arts education activities
Public speaking training one-on-one (executive coaching) and in groups
Sexual harassment
Diversity in the work place
Customer service
First impressions (body language, greeting styles etc)
Theatre games (team building)
The corporate stage (acting and improv for the business executive)

Grants

New Hampshire Housing Finance, Lead and Healthy Homes Program
HUD, City of Manchester, NH Lead Hazard Control Program
National Endowment for the Arts (cultural plan for the city of Rochester, NH)
New Hampshire State Council on the Arts (growing up in New Hampshire)
Papoutsy Arts Venture Fund (growing up in New Hampshire)
New Hampshire State Council on the Arts (offering theatre in underserved area)
New Hampshire State Council on the Arts (technical assistance, Board Development, Dance Fest)

Volunteer and Board experience

Vice Chair- Board of Directors – Citizens for Criminal Justice Reform, 2011 - present
Chair Outreach and Education Committee/State wide steering committee/ NH Healthy Homes(2011-present)
Advisory Board Member – NH Healthy Homes and Lead Poisoning Prevention Program (2009-present)
Board Member HUB (family support services, Dover, NH) 2007 - 2010
Advisory Board Member of the Ethics Chair at Southern NH University 2006 - 2010
Rochester Reads literacy advocate 2007 - present
4-H County Extension advisory board (2004-2006)
District Representative to NH Homeschooling Coalition (2002- 2005)
Mentor in Rochester Public Schools (2005- 2010)
La Leche League consultant (1991- 2000)
Chair of Board of NH Theatre Project 1988- 1990

Other info

Lead Abatement Contractor/ Healthy Homes Inspector
EPA/HUD Certified Renovator, principal instructor and training program manager
Professionally trained actor (Herbert Berghof Studios, NYC)
Many regional film and stage credits as actor and director
Producer of local theatrical productions and events such as conferences and festivals

Professional references and support letters available on request.

Benjamin W. Kirkwood

Objective:

To find success and happiness in a new and rewarding career, while utilizing my people skills and multi-unit management expertise.

Professional Experience:

July of 2012 until present, Training Coordinator for K. Kirkwood Consulting, LLC, Manchester, NH

Responsibilities Include:

- All coordinating of EPA/HUD RRP Lead Paint Safety Certification classes.
- All marketing, scheduling, registering, and bookkeeping involved with the EPA required classes.

May of 2007 to July of 2012, General Manager of full service restaurant for Friendly Ice Cream Corporation. Supervisor, Mary Jo Spencer, District Manager

Responsibilities include:

- All P&L aspects of running a successful \$2 million, family oriented restaurant.
- Full responsibility of 50+ employees.
- Maintaining one of the best food and labor costs in the company.
- Achieving and setting new sales goals
- All scheduling, ordering, and other administrative functions contributing to a successful business.

March of 2004 to May of 2007, General Manager of full service steak house for Rare Hospitalities (Bugaboo Creek). Supervisor, David Roberge, VP of Operations

Responsibilities included:

- All P&L aspects of running a successful \$4.5+ million, full service steak house.
- Full responsibility of 80+ employees.
- Developing local marketing strategies
- Achieving sales goals.

November of 1998 to February of 2004, Regional Manager of Mrs. Fields' Famous Brands. Supervisor, Patti Carr, VP of Operations

Responsibilities included:

- Overseeing up to 17 corporate locations, plus numerous franchised and licensed locations of the brand. The region covered all New England States, and also at times covered Manhattan, and/or the Buffalo/Rochester area of New York.
- Locations that I was responsible for included Mrs. Fields Cookies, The Original Cookie Company, The Great American Cookie Company, Pretzel Time, Pretzel Maker, Hot Sam's Pretzels, and TCBY.
- Achieving success in all aspects of P&L issues, including meeting or exceeding

stringent food and labor guidelines, which varied by concept.

- Meeting or exceeding sales goals with sales per unit varying from \$250,000 to \$850,000/year in retail locations.
- **Received award for highest year over year sales increase in the company after my first year.**
- Recruiting, training, and developing General Managers for each location, and cross training them for each concept.
- Developing local marketing ideas and sales building strategies for each location.
- Opening new stores and closing stores as business dictates.

August of 1994 to November of 1998, moved through General Manager positions with four different companies as upper management became aware of my skills and recruited me with a better offer each time.

- Had previous contacts or associates come to me with better offers, which I took, for Au Bon Pain, Mrs. Fields, Buzzy's Fabulous Roast Beef, and D'angelo Sandwiches. I never once went looking and do not change jobs easily. They all came to me.

November of 1986 to August of 1994, Area Supervisor for Subway Management Group of Jacksonville. Supervisor, Phil Franco, Owner

- Responsibilities included overseeing and operating six units for a franchisee of Subway Sandwiches. **During this time I provided record-breaking sales and was the only Area Supervisor with this franchise to ever maximize bonus potential, based on sales, food cost, and labor cost.**

Education:

Schenectady County Community College, 1976, A.A.S in Hotel Technology, Dean's list

References provided upon request

Budget Form

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

Bidder/Program Name: K. Kirkwood Consulting, LLC

Budget Request for: Lead Safe Services
(Name of RFP)

Budget Period: Mar 15, 2013 - Jun 30, 2013

Line Item	EPA Direct Incremental	RRP Direct Incremental	CDC Direct Incremental	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 8,200.00	\$ 14,800.00	\$ 5,750.00	\$ 28,750.00	No indirect charges
2. Employee Benefits	\$ -	\$ -		\$ -	
3. Consultants	\$ -	\$ -		\$ -	
4. Equipment:	\$ -	\$ -		\$ -	
Rental	\$ -	\$ -		\$ -	
Repair and Maintenance	\$ -	\$ -		\$ -	
Purchase/Depreciation	\$ -	\$ -		\$ -	
5. Supplies:	\$ -	\$ -		\$ -	
Educational	\$ -	\$ 7,500.00		\$ 7,500.00	
Lab	\$ -	\$ -		\$ -	
Pharmacy	\$ -	\$ -		\$ -	
Medical	\$ -	\$ -		\$ -	
Office	\$ 200.00	\$ 1,300.00	\$ 500.00	\$ 2,000.00	
6. Travel		\$ 200.00	\$ 1,000.00	\$ 1,200.00	
7. Occupancy	\$ 400.00	\$ 1,000.00	\$ 500.00	\$ 1,900.00	
8. Current Expenses	\$ -	\$ -		\$ -	
Telephone	\$ 200.00	\$ 200.00	\$ 200.00	\$ 600.00	
Postage	\$ -	\$ -	\$ 50.00	\$ 50.00	
Subscriptions	\$ -	\$ -		\$ -	
Audit and Legal	\$ -	\$ -		\$ -	
Insurance	\$ -	\$ -		\$ -	
Board Expenses	\$ -	\$ -		\$ -	
9. Software	\$ -	\$ -		\$ -	
10. Marketing/Communications	\$ -	\$ 1,000.00		\$ 1,000.00	
11. Staff Education and Training	\$ -	\$ -		\$ -	
12. Subcontracts/Agreements	\$ -	\$ 3,000.00		\$ 3,000.00	
13. Other (rrp regional conference):	\$ 1,000.00	\$ 1,000.00		\$ 2,000.00	
	\$ -	\$ -		\$ -	
	\$ -	\$ -		\$ -	
	\$ -	\$ -		\$ -	
TOTAL	\$ 10,000.00	\$ 30,000.00	\$ 8,000.00	\$ 48,000.00	

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	<u>\$ 48,000.00</u>
Reconciliation - (this line must be equal to or greater than \$0)	\$ -

Budget Form

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

Bidder/Program Name: K. Kirkwood Consulting, LLC

Budget Request for: Lead Safe Services

(Name of RFP)

Budget Period: Jul 1, 2013 - Dec 31, 2013

Line Item	EPA Direct Incremental	RRP Direct Incremental	CDC Direct Incremental	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 22,800.00	\$ -	\$ -	\$ 22,800.00	No indirect charges
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	
Office	\$ 500.00	\$ -	\$ -	\$ 500.00	
6. Travel	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	
7. Occupancy	\$ 1,300.00	\$ -	\$ -	\$ 1,300.00	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	
Postage	\$ 200.00	\$ -	\$ -	\$ 200.00	
Subscriptions	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 5,200.00	\$ -	\$ -	\$ 5,200.00	
13. Other (rrp regional conference):	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	<u>\$ 35,000.00</u>
Reconciliation - (this line must be equal to or greater than \$0)	\$ -