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

Nicholas A. Toumpas  
 Commissioner

Mary Ann Cooney  
 Associate Commissioner

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

May 22, 2014

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

**REQUESTED ACTION**

100% Federal Fund

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with Dr. Michael F. Kalinowski (sole proprietor), 11 Nobel K. Peterson Drive, Durham, NH 03824 (Vendor #105260) to conduct a Child Care Market Rate Survey by adjusting certain budget lines items for State Fiscal Year 2014 and 2015 in order to meet specific needs. Governor and Council approved the original agreement on December 4, 2013 (Item # 44). This is a zero cost amendment.

Funds to support this request are available in the following account in State Fiscal Years 2014 and 2015 budgets with the authority to adjust encumbrances between State Fiscal Years, through the Budget Office, if needed and justified, and amend the related terms of the contract without further approval from Governor and Executive Council:

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

SFY	Class/Object	Class Title	Activity Number	Budget
2014	102-500731	Contracts for Program Services	42117810	\$25,702
2015	102-500731	Contracts for Program Services	42117810	\$14,457
<b>Total:</b>				<b>\$40,159</b>

**EXPLANATION**

Dr. Michael F. Kalinowski has adjusted program operations in order to meet contract requirements. The change in program operations have resulted in a request from the vendor to adjust the budget line items of Consultants, Current Expenses (Telephone), Other (Printing and Incentives) and Total Salary/Wages. The Department supports this request.

There are no additional funds being requested in this amendment. Other than the adjustments outlined above, all other terms and conditions remain unchanged from the original agreement approved by Governor and Executive Council on December 4, 2013 (Item #44).

The Child Care Market Rate Survey is a survey of all licensed New Hampshire child care providers to determine the cost of licensed child care. The data from this survey will then be used to

determine subsidy rates for the Child Care Scholarship Program to meet the requirements of federal mandate 45 CFR 98.43(b)(2). New Hampshire is federally required to certify that parents with low income, who are eligible for child care assistance, receive subsidies that ensure equal access to comparable child care services as those not receiving subsidies. Access to reliable child care is essential for low-income parents receiving subsidies through the Child Care Scholarship Program, so they can remain working or participating in structured job search activities.

Low-income families will benefit by the continuance of available child care subsidies provided through the NH Child Care Scholarship Program.

This contract was awarded as the result of a competitive bid process. On July 31, 2013 the Department issued a Request for Proposals to conduct a Market Rate Survey of Licensed Child Care Providers. Two proposals were submitted. Dr. Michael F. Kalinowski was selected because his proposal scored the highest.

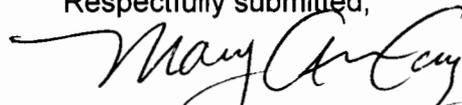
Should Governor and Council not authorize this request the State would not be in compliance with the Child Care Scholarship Program requirements found in Federal Regulation §98.43(b) (2) and New Hampshire Administrative Rules He-C 6910.17. These rules and regulations require a market rate survey be completed every two years in order to determine amounts charged to families by licensed child care programs. Market rate survey information is used, to set child care scholarship reimbursement rates. Noncompliance of Child Care Scholarship Program requirements will result in a reduction of federal funds that support the Child Care Scholarship Program, which will cause financial hardship for working families and parents participating in structured job search activities and possibly lead to job loss due to parents not being able to find affordable child care.

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

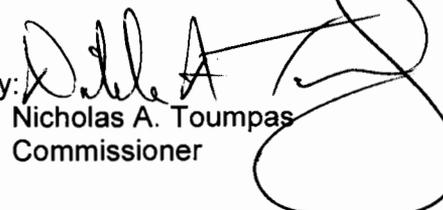
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved By:



Nicholas A. Toumpas  
Commissioner



**New Hampshire Department of Health & Human Services  
Division for Child Youth and Families Amendment to  
Market Rate Survey of New Hampshire Child Care Rates**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Market Rate Survey of New Hampshire Child Care Rates Contract**

This 1st Amendment to the Market Rate Survey of New Hampshire Child Care Rates Contract (hereinafter referred to as "Amendment #1") dated this 28<sup>th</sup> day of May, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dr. Michael F. Kalinowski (hereinafter referred to as "the Contractor"), sole proprietor with a place of business at 11 Nobel K. Peterson Drive, Durham, NH 03824.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 4, 2013 (Item #44), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 the parties may amend the Contract by written agreement of the parties and Governor and Executive Council approval; and

WHEREAS the parties agree to amend State Fiscal Year 2014 budget line items.

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

To amend as follows:

1. Remove Exhibit B-1, Budget Period December 2013-June 30, 2014 and replace it with Amendment #1-Exhibit B-1 SFY 2014.



**New Hampshire Department of Health & Human Services  
Division for Child Youth and Families Amendment to  
Market Rate Survey of New Hampshire Child Care Rates**

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

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

State of New Hampshire  
Department of Health and Human Services

5/27/14  
Date

Mary Ann Cooney  
Mary Ann Cooney  
Associate Commissioner

Dr. Michael Kalinowski

05/22/2014  
Date

Michael Kalinowski  
NAME: MICHAEL KALINOWSKI  
TITLE: CONTRACTOR

Acknowledgement:

State of New Hampshire County of Strafford on 5/22/2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

**My Commission Expires January 25, 2017**

Victoria Mutschler  
Victoria Mutschler, Notary  
Name and Title of Notary or Justice of the Peace



**New Hampshire Department of Health & Human Services  
Division for Child Youth and Families Amendment to  
Market Rate Survey of New Hampshire Child Care Rates**

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

OFFICE OF THE ATTORNEY GENERAL

5/28/14

Date

Michael K. Brown

Name: Michael K. Brown  
Title: Sr. Asst. AG

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Amendment #1 - Exhibit B-1 SFY 2014

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

Bidder/Program Name: Dr. Michael Kalinowski

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

Budget Period: December 2013 - June 30, 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHRIS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 19,940.00	\$ -	\$ 854.00	\$ -	\$ 19,086.00	\$ -	\$ 19,086.00
2. Employee Benefits	\$ 1,396.00	\$ -	\$ 372.00	\$ -	\$ 1,024.00	\$ -	\$ 1,024.00
3. Consultants	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 712.00	\$ -	\$ -	\$ -	\$ 712.00	\$ -	\$ 712.00
6. Travel	\$ 141.00	\$ -	\$ 141.00	\$ -	\$ -	\$ -	\$ 141.00
7. Occupancy	\$ 520.00	\$ -	\$ -	\$ 520.00	\$ -	\$ -	\$ 520.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 235.00	\$ -	\$ 29.00	\$ -	\$ 206.00	\$ -	\$ 206.00
Postage	\$ 956.00	\$ -	\$ 79.00	\$ -	\$ 877.00	\$ -	\$ 877.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 397.00	\$ -	\$ -	\$ -	\$ 397.00	\$ -	\$ 397.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Incentives	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
<b>TOTAL</b>	<b>\$ 27,177.00</b>	<b>\$ 520.00</b>	<b>\$ 1,475.00</b>	<b>\$ 820.00</b>	<b>\$ 25,702.00</b>	<b>\$ -</b>	<b>\$ 25,702.00</b>

Indirect As A Percent of Direct 1.9%

Market Rate Survey of New Hampshire Child Care Providers  
Dr. Michael Kalinowski  
Amendment #1 - Exhibit B-1 SFY 2014

Contractor Initials: *NK*  
Date: 5/22/2014

*Michael Kalinowski*



CAMBRIDGE MUTUAL FIRE INS. CO.

ANDOVER, MASSACHUSETTS 01810

PREMIUM INVOICE

POLICY NUMBER	FROM	POLICY PERIOD TO	AGENT NO	AGENT
HP 2490071	05/05/14	05/05/15	0000216	TELEPHONE: (603) 692-3431
NAMED INSURED AND ADDRESS				CROSS INSURANCE - SOMERSWORTH 475C HIGH ST SOMERSWORTH NH 03878-1024
MICHAEL KALINOWSKI & FANNY KALINOWSKI 11 NOBEL K PETERSON DR DURHAM NH 03824-3219				

AMOUNT DUE \$344.00 PAYMENT DUE 05/05/14  
 \* \* \* \* \*

PREMIUM THIS TRANSACTION. . . \$162.00CR

TOTAL PREMIUM . . . . . \$880.00

AMOUNT RECEIVED . . . . . \$0.00

ACCOUNT BALANCE . . . . . ~~\$880.00~~

ACCOUNT BALANCE INCLUDES \$10.00 SERVICE CHARGE

AMOUNT DUE. . . . . \$344.00

FULL PAYMENT. . . . . \$870.00 PAID IN FULL

IF YOU HAVE ANY QUESTIONS ABOUT YOUR POLICY  
PLEASE CONTACT YOUR AGENT FOR ASSISTANCE.

IMPORTANT - NO REMINDER NOTICE WILL BE SENT FOR THIS PAYMENT.

280 M (10/13) KS-LP

AND-23A-1 (05/13)



**CAMBRIDGE MUTUAL FIRE INS. CO.**  
ANDOVER, MASSACHUSETTS 01810

PART B DECLARATIONS PAGE  
20140428-99:00:57:51

AMENDED DECLARATION ++ \* \* EFFECTIVE 05/05/14  
SUPERSEDES ANY PREVIOUS DECLARATION BEARING  
THE SAME NUMBER FOR THIS POLICY PERIOD RENEWAL OF POLICY HP 2490071  
REASON FOR AMENDMENT-CHANGE COVERAGE A

POLICY NUMBER	FROM	POLICY PERIOD TO	AGENT NO	AGENT
HP 2490071	05/05/14	05/05/15	0000216	TELEPHONE: (603) 692-3431
<b>NAMED INSURED AND ADDRESS</b>				
MICHAEL KALINOWSKI & FANNY KALINOWSKI 11 NOBEL K PETERSON DR DURHAM NH 03824-3219				CROSS INSURANCE - SOMERSWORTH 475C HIGH ST SOMERSWORTH NH 03878-1024

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

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

**RATING INFORMATION:**

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

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

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

SECTION I COVERAGE	LIMITS OF LIABILITY	PREMIUM
A. DWELLING	\$410,000	\$1,142.00
B. OTHER STRUCTURES	\$41,000	
C. PERSONAL PROPERTY	\$287,000	
D. LOSS OF USE	\$82,000	
<b>SECTION II COVERAGE</b>		
E. PERSONAL LIABILITY, EACH OCCURRENCE	\$300,000	
F. MEDICAL PAY. TO OTHERS, EACH PERSON	\$2,000	\$20.00
TOTAL BASIC PREMIUM		\$1,162.00

SUPPLEMENTAL PREMIUM OR CREDITS	
NEW DWELLING CREDIT, HO-NDC	\$34.00CR
GUARANTEED REPLACEMENT OR REPAIR COST, H116, COVERAGE-A ONLY	\$30.00
PERSONAL PROPERTY REPLACEMENT COST - H00490	NO CHARGE
SPECIAL PERSONAL PROPERTY COVERAGE - H00015	NO CHARGE
PERSONAL UMBRELLA LIABILITY ENDORSEMENT, H-130	\$230.00
ADDITIONAL COVERAGE ENDORSEMENT, H142	\$50.00
PREM. ALARM OR FIRE PROT SYS. - HO 0416	\$114.00CR
ACCOUNT CREDIT ENDORSEMENT, H-925	\$57.00CR
HOME/AUTO DISCOUNT, H-938	\$114.00CR
EMPLOYER'S LIABILITY, HO 2491	\$3.00
OPTIONAL DEDUCTIBLE	\$286.00CR

PLEASE NOTE :  
ALL POLICY CHANGES SHOULD BE PROCESSED THROUGH YOUR AGENT.

400M (10/13) KS-LP

AND-22 (05/13)



CAMBRIDGE MUTUAL FIRE INS. CO.

PART B DECLARATIONS PAGE

ANDOVER, MASSACHUSETTS 01810

AMENDED DECLARATION ++ \* \* EFFECTIVE 05/05/14

SUPERSEDES ANY PREVIOUS DECLARATION BEARING

THE SAME NUMBER FOR THIS POLICY PERIOD

RENEWAL OF POLICY HP 2490071

REASON FOR AMENDMENT-CHANGE COVERAGE A

POLICY NUMBER	FROM	POLICY PERIOD TO	AGENT NO	AGENT
HP 2490071	05/05/14	05/05/15	0000216	TELEPHONE: (603) 692-3431
<b>NAMED INSURED AND ADDRESS</b>				
MICHAEL KALINOWSKI & FANNY KALINOWSKI 11 NOBEL K PETERSON DR DURHAM NH 03824-3219				CROSS INSURANCE - SOMERSWORTH 475C HIGH ST SOMERSWORTH NH 03878-1024

TOTAL SUPPLEMENTAL PREMIUMS - - - - - \$292.00CR  
TOTAL ANNUAL PREMIUM - - - - - \$870.00

PREV PREMIUM \$1,032.00 CHANGE \$162.00CR PRO RATA PREMIUM \$162.00CR

MORTGAGEE  
NHFCULN DEPT  
70 AIRPORT RD  
CONCORD NH 03301

FORMS AND ENDORSEMENTS - H00003 04/91, H00496 04/91, H00128A 05/08, H-146 06/91,  
HF-945 05/02, HF-153 01/95, HO-NDC 07/95, H00015 04/91, H-116NH 11/08,  
H-1301 11/03, H-600 11/03, H-130 12/92, H-130A 06/85, H-132 01/87,  
H-142NH 11/13, H00416 04/91, H00490 04/91, H-925 05/97, H-938 10/00,  
H-993 07/11, H02491 01/08, H00433 05/02.

REWRITE HP 215-87-10

04/28/14  
DATE

\*\*\*\*\*

DESCRIPTION OF ADDITIONAL COVERAGES

NEW DWELLING CREDIT

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

SPECIAL PERSONAL PROPERTY COVERAGE - H00015

GUARANTEED REPLACEMENT OR REPAIR COST, COVERAGE-A ONLY

ADDITIONAL COVERAGE ENDORSEMENT

CONTINUED ON NEXT PAGE

ORIGINAL

400M (10/13) KS-LP

AMD-22 (05/13)



CAMBRIDGE MUTUAL FIRE INS. CO.

PART B DECLARATIONS PAGE

ANDOVER, MASSACHUSETTS 01810

AMENDED DECLARATION ++ \* \* EFFECTIVE 05/05/14

SUPERSEDES ANY PREVIOUS DECLARATION BEARING

THE SAME NUMBER FOR THIS POLICY PERIOD

RENEWAL OF POLICY HP 2490071

REASON FOR AMENDMENT-CHANGE COVERAGE A

POLICY NUMBER	FROM	POLICY PERIOD TO	AGENT NO	AGENT
HP 2490071	05/05/14	05/05/15	0000216	TELEPHONE: (603) 692-3431
NAMED INSURED AND ADDRESS				CROSS INSURANCE - SOMERSWORTH 475C HIGH ST SOMERSWORTH NH 03878-1024
MICHAEL KALINOWSKI & FANNY KALINOWSKI 11 NOBEL K PETERSON DR DURHAM NH 03824-3219				

DESCRIPTION OF ADDITIONAL COVERAGES

PREMISES ALARM OR FIRE PROT. SYSTEM  
PERCENTAGE IS 10.

REPLACEMENT COST COVERAGE - CONTENTS

ACCOUNT CREDIT ENDORSEMENT

HOME/AUTO DISCOUNT

WORKERS COMPENSATION

CONTINUED ON NEXT PAGE

ORIGINAL

400M (10/13) KS-LP

AND-22 (05/13)



AMENDED DECLARATION ++ \* \* EFFECTIVE 05/05/14  
SUPERSEDES ANY PREVIOUS DECLARATION BEARING  
THE SAME NUMBER FOR THIS POLICY PERIOD RENEWAL OF POLICY HP 2490071  
REASON FOR AMENDMENT-CHANGE COVERAGE A

POLICY NUMBER	FROM	POLICY PERIOD	TO	AGENT NO	AGENT
HP 2490071	05/05/14	05/05/15	0000216	TELEPHONE: (603) 692-3431	
NAMED INSURED AND ADDRESS					
MICHAEL KALINOWSKI & FANNY KALINOWSKI 11 NOBEL K PETERSON DR DURHAM NH 03824-3219					CROSS INSURANCE - SOMERSWORTH 475C HIGH ST SOMERSWORTH NH 03878-1024

DESCRIPTION OF ADDITIONAL COVERAGES

PERSONAL UMBRELLA LIABILITY ENDORSEMENT  
LIMIT OF LIABILITY - \$1,000,000  
EACH OCCURRENCE IN EXCESS OF THE RETAINED LIMIT AS DEFINED HEREIN.  
SELF INSURED RETENTION \$500

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

MINIMUM UNDERLYING INSURANCE REQUIRED  
TYPE OF COVERAGE

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

400M (10/13) KS-LP

AND-22 (05/13)

**Staffing and Resumes**

The Bidder intends to follow a similar process to that in previous NH child care market rate studies.

Michael Kalinowski is the Bidder and is responsible for the project, and for every activity that is not otherwise noted.

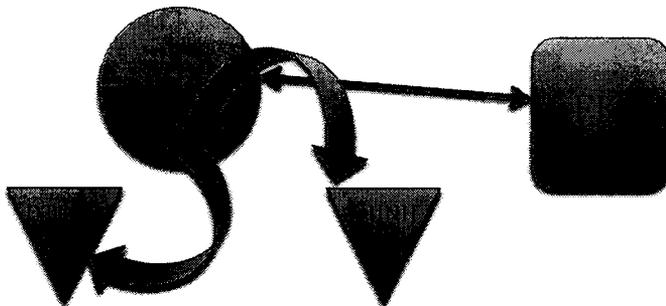
Fanny Kalinowski would continue as the Chief Data Analyst, and be responsible for entering and analyzing data.

Hourly Labor – A few students will be hired on an hourly basis @ \$15 per hour to help fold surveys and stuff envelopes.

The project would request the services of two consultants, both of which have assisted on previous MR studies.

David Foote would serve as a Consultant, and would again create the Survey Monkey version for the online option.

The NH Survey Center would also serve as a Consultant and assist with any follow up calls necessary to achieve a 60% or greater response.



Resumes for the Bidder and Chief Data Analyst follow.

## MICHAEL F. KALINOWSKI

11 Nobel K. Peterson Drive  
 Durham, NH 03824  
 (603) 608-6114 cell  
 (603) 868-1171 home  
 Email: m.kalinowski@unh.edu.

### EDUCATION

1976	Ed.D. University of Massachusetts Child Development and Early Education
1972	M.Ed. University of Massachusetts Human Development
1970	B.A. Bennington College Theater, Social Science

### CURRENT POSITION

Associate Professor of Family Studies, University of New Hampshire  
 Coordinator, Child Advocacy specialization; Child Life minor, Asian Studies minor  
 Faculty Affiliate: Asian Studies Minor, Justice Studies Minor

2009-2010	Rand Stearns Professor
2007	Discovery FITSI Summer Fellow
2005-2008	UNH Davis Inquiry Fellow
2003-2005	Chairperson of Family Studies
2001-2003	Rand Stearns Professor
1987-1996	Director, Child Study and Development Center
1986-1989	Research Associate, Family Research Laboratory
1980-1987	Director, The Child and Family Center

## **OTHER ACADEMIC/ADMINISTRATIVE EXPERIENCE**

**Visiting Professor** of Asian Studies at Kansai-Gaidai University in Japan.

Instructed "Asian Families" course to international students and "Writing and Research in the Social Sciences" course to Japanese students. Researched issues related to technology and early childhood design (2000-2001).

**Visiting Professor** of Developmental Psychology, Hangzhou University, Hangzhou, China.

Instructed graduate course on advanced developmental theory and a seminar for faculty on current issues in child and family studies. Researched early childhood programs and teacher training methods (1994-95).

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

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

**Research Associate**, ANISA Project, University of Massachusetts.

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

**Administrative Intern**, UNESCO, Paris, France. Revolving duties supporting educational conferences and the International Commission on Educational Reform.

**Kindergarten Teacher (Volunteer)**, Ecole St. Trinité, Port-au-Prince, Haiti.

## **PROFESSIONAL ORGANIZATIONS AND BOARDS**

2012- New Hampshire QRIS Task Force

2010-2012	New Hampshire Advocacy Training Day Planning Committee
2006-2008	New Hampshire Task Force on Sexual Abuse Prevention
2001-2004	New England Workforce Partners in Early Education
1990-1999	Board, National Coalition for Campus Child Care  President, 1995-1997; Vice Pres., 1993-1995; Past President 1997-98 Chair, PR Committee, 1990-93; Proposal Reviewer: 1991-96
1989-1992	National Association of Teacher Educators National Commission on Early Childhood Teacher Education
1988-2000	Association Mondiale pour L'Education Prescolaire
1987-90	Advisory Committee, Infants and Children, Seacoast Foundation
1987-	Advisory Committee, Exchange Press Director's Network
1986-1996	National Organization of Child Development Laboratory Schools Steering Committee, 1987-1990; Vice President, 1988-89 Elections Chair, 1989-90
1981-1996	Council of Child Development Laboratory Administrators President, 1983-86; Vice President, 1982-83; Editor, 1987-1990

### **COMPETITIVE GRANTS AND CONTRACTS**

DHHS-NH-Div. Family Assistance True Cost of Care Phase II	2013-
SPARK NH Higher Ed Inventory for EC Prof in Health & HS	2013
Tillotson Foundation/North Country Council – True Cost of Care Pilot	2012
BOOST Improving Amount and Quality of After School Care	2011-

DHHS-NH Child Care & Early Education Market Rate Survey (2011, 2009, 2007, 2005, 2003, 2001, 1999)	1999+	
SERESC-PTAN Children with Challenging Behaviors	2010-	
DHHS-Child Support Services Review of NH Policies and Practices (Smith, Kalinowski, and Baughman)		2008
UNH Development Office Outdoor Learning Laboratory	2002	
UNH Instructional Technology Pettee Hall Technology Consortium	2002	
NH Center for Public Policy Studies Child Care Crisis in NH	2001	
UNH Undesignated Gifts Instructional Technology	1999	
UNH Faculty Development Grant International Family Research	1997	
IBM /WFD Child Care Administrative Software Standards	1996	
SHHS Faculty Scholar Child Development Laboratories in the US	1994	
Faculty Development Fund Early Childhood Programs in Japan	1993	
Unrestricted University Gifts Full Day Kindergarten	1993	
Unrestricted University Gifts Computer Observations of Children	1992	
Partners of the Americas Improving Early Education in Brazil	1991	
Whiting Foundation for Analyses of French Ecole Maternelle Designs	1987	

**PUBLICATIONS IN PROCESS OR IN PRESS**

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

Kalinowski, M., Kline, J., and Slager, P. (in process). Institutional sexual molestation: Preliminary findings and implications from a review of 1217 Ineligible Volunteer files of the Boy Scouts of America from 1970-1988.

## **PUBLICATIONS**

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

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

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

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

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

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

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

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

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

Kalinowski, M. and Kalinowski, F. (2011). Children with challenging behaviors: Survey results from administrators and teachers in licensed early childhood programs in New Hampshire: PTAN Final Report. Manchester, NH: SERESC.

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

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

Kalinowski, M. (2011, March). *Exchange*, 198, 86-87.

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

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

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

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

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

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

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

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

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

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

- Kalinowski, M. (2009, March). Ecole Maternelle du Port, Nice *Exchange*, 186, 78-79.
- Kalinowski, M. (2009, January). Dubai American Academy. *Exchange*, 185, 82-83.
- Kalinowski, M. and Kalinowski, F. (2008). *Child care and early childhood market rates in New Hampshire: Final Report*. Concord, NH: Child Development Bureau.
- Kalinowski, M. (2008). *Elegant interior and exterior play spaces for young children*. *Proceedings: Centre for Early Childhood Development & Education*. Dublin, IE: CECDE.
- Kalinowski, M. and Kalinowski, F. (2008). *Special report on New Hampshire childcare and early education market rates*. Concord, NH: DHHS Child Development Bureau.
- Ruset, D. and Kalinowski, M. (2008). *Is Romanian mothers' employment status during a child's first year of life correlated with school-age children's behavior problems?* Saarbrücken, Germany: VDM Verlag.
- Kalinowski, M. (2008, November). UNH Child Study and Development Center. *Exchange*, 184, 78-79.
- Kalinowski, M. (2008, September). Oni Memorial Children's Hospital Toy Library, Nigeria. *Exchange*, 183, 86.
- Kalinowski, M. (2008, July). Ludeteca Movil, Paraguay. *Exchange*, 180, 82-83.
- Kalinowski, M. (2008, May). University of Hawaii at Manoa Children's Center. *Exchange*, 179, 98-99.
- Kalinowski, M. (2008, March). The nature through children's look. *Exchange*, 180, 82-83.
- Kalinowski, M. (2008, January). Peter & Jane. *Exchange*, 179, 98-99.
- Kalinowski, M. (2007, September). StarBright Learning Exchange: A program showcase. *Exchange*, 177, 37-38.

Kalinowski, M. et al. (2007). "Abuse, Sexual", "Head Start", "Laboratory Schools", "Montessori Pedagogy", "Rousseau". In R. New and M. Cochran (Eds.). Early Childhood Education: An International Encyclopedia. Westport, CT: Greenwood.

Kalinowski, M. and Kalinowski, F. (2006). NH Child care and education market rate survey: Final report - MR #4. Concord, NH DHHS-BCD.

Kalinowski, M. (2006). Traditional and new forms of higher education. *Exchange*, 170, 30-33.

Kalinowski, M. (2005). The UNH Pettee Hall Technology Project: An Interim Report. *World Conference on Educational Multimedia, Hypermedia and Telecommunications Proceedings*. Association for the Advancement of Computing in Education.

Buckleitner, W. and Kalinowski, M. (2005). Trends in software for children under six. *Exchange*. Pp. 66-70.

Kalinowski, M. and Xu, F. (2005). NH Child care and education market rate survey: Final report - MR#3. Concord, NH: DHHS-BCD.

Kalinowski, M. (2004). Introducing Technology to Faculty. *International Conference on Social Sciences Abstracts*. ISSE.

Kalinowski, M. and Xu, F. (2002). NH Early care and education market rate survey: final report - MR #2. Concord, NH: DHHS-BCD.

Kalinowski, M. (2002). The special nature of management software. *Child Care Information Exchange*. 146, Pp. 79-81.

Kalinowski, M. (2002). Program showcases. *World Forum on Early Care and Education Abstracts*. Auckland, NZ.

Kalinowski, M. (2001). Educational technology in 2000: Light speed ahead, with mild turbulence. *The Information Technology and Childhood Education Annual*, 281-291.

Kalinowski, M. (2001). Program showcases. *World Forum on Early Care and Education Abstracts*. Athens, GR.

Kalinowski, M. (2000). Child care administrative software: questions from the field. *Child Care Information Exchange*. 134, Pp. 81-85.

Kalinowski, M. (2000). Campus child care. In Wertz, R. [Ed.]. College and University Business Administration Handbook. Washington, DC: NACUBO.

Kalinowski, M. (2000). NH Child care market rate survey: final report - MR#1. Concord, NH: DHHS-BCD.

Kalinowski, M. (2000). Program showcases. *World Forum on Early Care and Education Abstracts*. Singapore.

Kalinowski, M. (1998). Child care administrative software: what directors have to say. *Child Care Information Exchange*. 119, Pp. 28-32.

Kalinowski, M. (1998). Selecting Child Care Administrative Software. *Child Care Information Exchange*. 121, Pp. 63-70.

Kalinowski, M. (1996). "Stewardship in early childhood". *Campus Child Care News*. Vol. 11, 3, p. 1.

Kalinowski, M. (1995). Early childhood abroad. *CCDLA Bulletin*. Vol. 6, 2, Pp. 1, 5.

Kalinowski, M. and Silva, J. (1994). New England & Céara, Brazil: Technological Partners Across Americas. *Proceedings of the International Conference on Technology and Education*, London, March.

Kalinowski, M. (1993). *Types of campus programs for children in the United States*. Cascade, WI: NCCCC Press.

Kalinowski, M. (1993). *Financial aspects of campus programs for children in the United States*. Cascade, WI: NCCCC Press.

Moran, MJ and Kalinowski, M. (1993). (Eds.). *Redefining practices and curricula in response to diversity*. Durham, NH: *CCDLA Monograph*.

Kalinowski, M. (1993). Teaching about difference in the absence of diversity. *NOCCLS Bulletin*, Fall, Pp. 6-7.

Kalinowski, M. (1993). A thumbnail sketch of programs for children on campus. *CCDLA Bulletin*, 4, 1, p. 3.

Kalinowski, M. (1992). Nanosecond children: early education "sans frontieres". *Proceedings: Ninth International Conference on Technology and Education*, 3, 1244-1246.

Woodward, W. R. and Kalinowski, M.F. (1992). Child care in East Berlin: An update. *Child Care Information Exchange*, 84, 5-8.

Kalinowski, M. (1992). UNH Child study and development center: discovering new worlds. *Common Ground*. February. p. 11.

Doran, L. A. and Kalinowski, M. (1991). Effective techniques of computer literate preschool children. *Journal of Computing in Childhood Education*, 2, 3, 41-50.

Kalinowski, M. and Brym, P. (1991). "HyperLottery", HyperObserver", HyperInventory" and "Hyper- Emergency Card". In Norder, M. (Ed.), Reference Guide to Macintosh in Higher Education. Cupertino: Apple Press.

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

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

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

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

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

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

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

Kalinowski, M., and Williams, L. (1988). Program risk factors. In D. Finkelhor, and L. Williams (Eds). *Nursery crimes: Sexual abuse in day care.* Newbury Park, CA: Sage Press.

## **PAPERS AND PROFESSIONAL PRESENTATIONS**

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

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

and Education Biennial Conference, Honolulu, HI.

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

Kalinowski, M., Slager, P., Kline, J, Harris, S., and Frederick, C. (2010, July). Initial findings from a review of Boy Scout ineligible volunteer files: what they hid and why they hid it.

International Family Violence and Child Victimization Research Conference,  
Portsmouth, NH.

Kalinowski, M., and Slager, P. (2010, June). Institutional sexual molestation: Preliminary findings and implications from a review of 1217 Ineligible Volunteer Files of the Boys Scouts of America from 1970-1988. International Journal of Arts & Sciences (IJAS) Conference, La Baume, France.

Kalinowski, M., Kamau, M. (Kenya), Popat, S. (India), Bhana, D. (S. Africa), and Onesmus, S. (Namibia) (2009, June). Diversity and children's rights: Gender issues in the midst of conflict. World Forum on Early Care and Education Biennial Conference, Belfast, Ireland.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kalinowski, M. (1998). Limiting liability in early childhood settings. Invited address at Dartmouth-Hitchcock Medical Center. Hanover, NH. (April).

Kalinowski, M. (1998). How to analyze and select child care administrative software. National Coalition for Campus Child Care Annual Conference, St. Louis, MO. (March).

Kalinowski, M. (1998). Selection criteria for child care administrative software. California Child Care Association, Sonoma, CA. (January).

Kalinowski, M. (1998). Selection criteria for child care administrative software. Missouri Child Care Association, St. Louis, MO. (January).

Kalinowski, M. (1998). Software for children and administrators. Metropolitan New York Child Care Administrators' Conference. Pauling, NY. (January).

Kalinowski, M. (1997). Preliminary results from a national survey of child care administrative software users. National Assn. for Education of Young Children, Anaheim, CA. December).

Harris, L. & Kalinowski, M. (1997). Technology in the child care center. NHAEYC Administrators' Conference. Concord, NH. (June).

Kalinowski, M. (1997). It takes an institute, and other challenges for children, youth and families in the 21st century. Invited address to faculty of San Francisco State University at new Marian Wright Edelman Institute, San Francisco. (May).

Kalinowski, M. (1997). Curriculum, Children with special needs, developmentally appropriate practices, space and design: what are responsibilities of centers. Plenary session moderator. National Coalition for Campus Child Care Annual Conference. Washington, DC. (April).

Kalinowski, M. (1996). An introduction to administrative software. National Assn. for Education of Young Children, Dallas, TX (November)

Copeland, J., Kalinowski, M., McBride, B., and Gorton, B. (1996). What does the future hold for children's programs? National Assn. for Education of Young Children, Dallas, TX (November).

Kalinowski, M. (1996). NCCCC 2000: please fasten your seat belts. Invited keynote address to National Coalition for Campus Child Care annual conference, Kansas City, KS. (March).

Kalinowski, M. (1996). Designing outdoor play spaces for children: lessons from Asia, Europe, and South America. Invited paper to Dartmouth College, Hanover, NH (February).

Kalinowski, M., McElhenny, S., Terry, P., Koch, B., and Brees, L. (1995). Child care in China: what Americans should know. National Coalition for Campus Child Care, Phoenix, AZ (March).

Kalinowski, M. (1995). Yours, mine and ours - partnerships that work. National Assn. for Education of Young Children, Washington, DC. (November).

Kalinowski, M. (1994). Communicopiates, nintendopes or drill drones: technological impacts on young children. International Conference on Technology and Education, London (March).

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

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

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

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

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

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

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

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

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

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

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

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

## **COURSES AT THE UNIVERSITY OF NEW HAMPSHIRE**

FS 444a We Don't All Play the Violin: Stories and Stereotypes of Asians in America  
 FS 444b Sexual Molestation of Young Children Outside the Home (new, scheduled Spring 2012)  
 FS 525 Human Development  
 FS 623 Developmental Perspectives on Infancy and Early Childhood  
 FS 635 Learning in Child Development Settings  
 FS 707 Child Life Internship  
 FS 733 Supervising Programs for Young Children  
 FS 734 Curriculum for Young Children  
 FS 771 American Families in Poverty  
 FS 772/872 International Perspectives on Children and Families  
 FS 773/873 International Approaches to Child Advocacy  
 FS 710/911 Child Advocacy Internship  
 FS 797/897 Early Childhood Education in Southern France  
 FS 786/788 Student Teaching  
 FS 785/786 Seminar for Student Teachers  
 FS 708/709 Teaching Internships at Child Study and Development Center

## **RECENT UNH SERVICE CONTRIBUTIONS**

Member, International Studies Committee, 2008- 2012

Member, University Retention Committee for Junior Faculty, 2008-2010

Member, University Writing Committee, 2007-

Member, Working Group for Internationalizing the Academic Plan, 2006

Member, UNH Graduate Council, 2005-2008

Member, Provost's Working Group on Students and the UNH Mission, 2005-06

Member, Vice Provost for Academic Affairs Search Committee

Member SHHS Executive Committee, 2003-2005

Chair, Faculty Senate Academic Affairs Committee, 2003-2005

### **SIGNIFICANT RECENT SERVICE ACTIVITIES**

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

Reviewer/Past Reviewer: Asian Journal of Criminology, Early Childhood Research Quarterly; Young Children; Journal of Computing in Childhood Education; Journal of Early Childhood Teacher Education; Leadership Quest; Violence and Victims; Common Ground; State University of New York Press; Holt, Rinehart and Winston; McGraw-Hill; Random House; Little, Brown and Company; Scott, Foresman; Sage Press; National Association of College and University Business Officers.

Editorial Boards (Past): Journal of Educational Multimedia and Hypermedia, Information Technology and Childhood Education Annual.

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

Consultation to the NH Child and Family Law Committee and other NH legislative committees on proposed legislation regarding child support, 2008-2011.

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

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

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

Consulting: Roman Catholic Diocese of Dallas, SERESC, Silver, Golub and Teitell LLP; Wiggins & Nourie, P.A.; Gallagher, Gosseen et al.; NH Public Defender's Office; Melick & Porter; Mills & Pardee; Orr & Reno; Frank Branson & Associates; Child Care Inc.; Foundation for Seacoast Health; Applewood School; Wheelock College; St. Paul's School; Phillips Exeter Academy; National St. Louis University; St. Louis Child Day Care Assn.; Mid-Valley, NY Child Care Centers; Bay Area, CA Child Care Centers; Sha Tang Trading Co.

Board of Directors Rivermoor Landing Condominium Association, 1993-2001; Vice-President 1998-01.

**FANNY XU KALINOWSKI**

11 NOBEL K PETERSON DRIVE

DURHAM NH 03824

(603)-868-1171

fxu@newforma.com

**Education**

2002 - 2004 University of New Hampshire Durham, NH

M.S. in Computer Science 12/2004 (4.0/4.0 GPA)

Thesis: The Architecture of Public Internet Disk

1998 - 2002 University of New Hampshire Durham, NH

B.S. in Computer Science (3.96/4.0 GPA)

Graduated Summa Cum Laude

**Work Experience**

2012 - present Senior Software Engineer

2005 - 2012 Software Engineer

Newforma, Manchester, NH

2000 - 2003,

Interoperability Laboratory, UNH

IPv6 testing engineer

- Wrote IPv6 base conformance and interoperability test suites

- Tested IPv6 devices for major domestic and international companies
- Helped train student engineers for Ipv6 Consortium
- Tested IPv4 routing devices for Routing Consortium

2002,

Matsushita Electric Works, Osaka, Japan

Quality Control Intern

- Worked with Japanese engineers to debug testing software programs for SNMP

2001, 2003, 2005, 2007, 2009, 2111

New Hampshire Child Care Market Rate Survey

Chief Data Analyst

- Entered and analyzed survey data

### **Core CS Courses**

Computer Networks

Advanced Computer Networks

Object-Oriented Methodology

Operating System Programming

Top/Advanced Operating Systems

Operating System Kernel Design

Compiler Design

Database Systems

Object Oriented Database Systems

Programming Languages

C, Java, C++, Prolog, Lisp, SQL

Operating Systems

Linux, UNIX operating systems, Solaris 8, Windows

**Awards**

Presidential Scholar (2002), UNH

Presidential Scholar (2001), UNH

Elmer F. Cutts and Marion Mitchell Cutts Scholarship (2001 - 2002), UNH

Tech Alumni Achievement Award (2001 - 2002), UNH

Outstanding Language Student in Japanese (1999), UNH

**Professional Memberships**

President of ACM, UNH Chapter 2003-2004

Member, Association for Computing Machinery,

Member of Phi Kappa Phi, UNH Chapter

Member of Upsilon Pi Epsilon, UNH Chapter

**Languages**

Fluency in Chinese Mandarin (native language)

English

Intermediate Japanese

**Publications**

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

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

Kalinowski, M. and Kalinowski, F. (2011). *Children with challenging behaviors: Survey results from administrators and teachers in licensed early childhood programs in New Hampshire: PTAN Final Report*. Manchester, NH: SERESC.

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

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

Kalinowski, M. and Kalinowski, F. (2006). *NH Child care and education market rate survey: Final report - MR #4*. Concord, NH: Child Development Bureau.

Kalinowski, M. and Xu, F. (2005). *NH Child care and education market rate survey: Final report*. Concord, NH: DHHS-BCD.

Kalinowski, M. and Xu, F. (2002). *NH Early care and education market rate survey: final report - MR #2*. Concord, NH: DHHS-BCD.

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

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-271-4729 TDD Access: 1-800-735-2964

Nicholas A. Toumpas  
Commissioner

Maggie Bishop  
Director

November 14, 2013

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

**G&C Approved**

Date 12/4/13

REQUESTED ACTION Item # 44

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with Dr. Michael F. Kalinowski (sole proprietor), 11 Nobel K. Peterson Drive, Durham, NH 03824 (Vendor #105260) in an amount not to exceed \$40,159, to conduct a Child Care Market Rate Survey effective upon Governor and Council approval through June 30, 2015.

Funds to support this request are available in the following account in State Fiscal Years 2014 and 2015 budgets with the authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

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

SFY	Class/Object	Class Title	Activity Number	Budget
2014	102-500731	Contracts for Program Services	42117810	\$25,702
2015	102-500731	Contracts for Program Services	42117810	\$14,457
			<b>Total:</b>	<b>\$40,159</b>

EXPLANATION

The purpose of this agreement is to conduct a Child Care Market Rate Survey of all licensed New Hampshire child care providers to determine the cost of licensed child care. The data from this survey will then be used to determine subsidy rates for the Child Care Scholarship Program to meet the requirements of federal mandate 45 CFR 98.43(b)(2). New Hampshire is federally required to certify that parents with low income, who are eligible for child care assistance, receive subsidies that ensure equal access to comparable child care services as those not receiving subsidies. Access to reliable child care is essential for low-income parents receiving subsidies through the Child Care Scholarship Program, so they can remain working or participating in structured job search activities.

Her Excellency, Margaret Wood Hassan

And the Honorable Council

November 14, 2013

Page 2

Low-income families will benefit by the continuance of available child care subsidies provided through the NH Child Care Scholarship Program.

The attached agreement calls for the provision of these services for one and half years and reserves the Division's right to renew the agreement for up to two additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

This contract was competitively bid. On July 31, 2013 the Department issued a Request for Proposals to conduct a Market Rate Survey of Licensed Child Care Providers. The request for proposals was available on the Department of Health and Human Services website from July 31, 2013 through September 16, 2013. Two proposals were submitted.

The proposals were evaluated by a team of three Department of Health and Human Services employees with knowledge of the program requirements and policy governing the operation of the Child Care Scholarship Program; Child Development Bureau; and business and financial management.

The proposals were evaluated based on the criteria published in the Request for Proposals. Dr. Michael F. Kalinowski was selected because his proposal scored the highest. The bid summary is attached.

Should Governor and Council not authorize this request the State would not be in compliance with the Child Care Scholarship Program requirements found in Federal Regulation §98.43(b) (2) and New Hampshire Administrative Rules He-C 6910.17. These rules and regulations require a market rate survey be completed every two years in order to determine amounts charged to families by licensed child care programs. Market rate survey information is used to set child care scholarship reimbursement rates. Noncompliance of Child Care Scholarship Program requirements will result in a reduction of federal funds that support the Child Care Scholarship Program, which will cause financial hardship for working families and parents participating in structured job search activities and possibly lead to job loss due to parents not being able to find affordable child care.

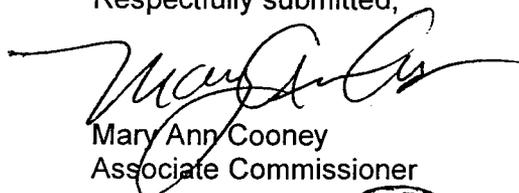
Her Excellency, Margaret Wood Hassan  
And the Honorable Council  
November 14, 2013  
Page 3

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

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

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved By



Nicholas A. Toumpas  
Commissioner



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

**Market Rate Survey of Licensed Child  
Care Providers in New Hampshire**

**14-DHHS-DCYF-02**

RFP Name

RFP Number

**Bidder Name**

1. Dr. Michael Kalinowski
2. The Ohio State University

Pass/Fail	Weight	Score
Pass	20%	20%
Pass	80%	80%

**Reviewer Names**

1. Jessica L. Locke, Prog. Spec. II,  
DCYF Child Care Development  
and Quality Assurance
2. Ellen Wheatley, Administrator,  
DCYF Child Development Bureau
3. P.J. Nadeau, Administrator,  
Financial Analyst, Office of  
Integrity and Improvement
4. \_\_\_\_\_

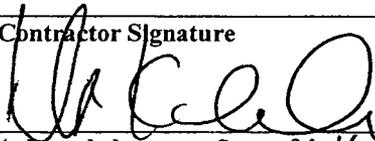
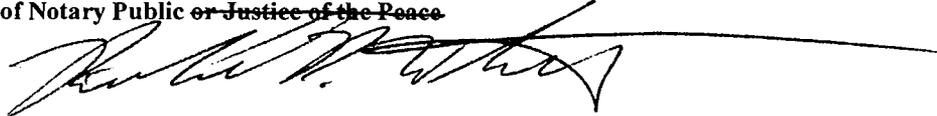
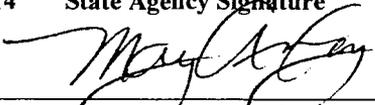
Subject: Market Rate Survey of Child Care Providers

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Division of Children, Youth and Families		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Michael F. Kalinowski, Sole Proprietor		<b>1.4 Contractor Address</b> 11 Nobel K. Peterson Drive Durham, NH 03824	
<b>1.5 Contractor Phone Number</b> 603-868-1171	<b>1.6 Account Number</b> 010-042-29780000-102-500734	<b>1.7 Completion Date</b> 6/30/15	<b>1.8 Price Limitation</b> \$40,159
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Dr. Michael F. Kalinowski, Sole Proprietor	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Strafford</u> On <u>11/5/13</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Richard D. Whitney, Notary <span style="float: right;">My Commission Expires September 28, 2016</span>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Mary Ann Cooney Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By: <u>M.K. Borin</u> On: <u>11/18/13</u>			
<b>1.18 Approval by the Governor and Executive Council</b> 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.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: Ull  
Date: 11/13/17

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.



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable To All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Service(s) described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

#### 2. Services To Be Provided

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

2.1 Producing a final work-plan within 30 calendar days of the beginning of this contract. The Contractor's work plan shall include, but not be limited to:

- Plans for completion of tasks listed in Section 2.5, below.
- Benchmark dates for completion of each task.
- Names and/or titles of staff responsible for each task.

2.2 Providing timely progress updates to the Department. The Contractor shall create monthly reports in electronic or written form that will reflect activity progress for the previous month that include, but are not limited to :

- 2.2.1 Progress towards tasks identified in the work plan required by Section 2.1, above.
- 2.2.2 Benchmarks reached.
- 2.2.3 Problems and successes experienced.
- 2.2.4 Solutions to problems identified in section 2.2.3
- 2.2.5 Goals for the following month.



## Exhibit A

- 2.3 Design a survey, subject to Department approval, with questions that capture required provider information, enrollment and capacity numbers, price data and important auxiliary information, which includes, but is not limited to:
- The distribution of annual, monthly, weekly, daily and hourly rates charged for child care for specific categories of care and age groups.
  - Type of child care program (Licensed Center, Family Group, and Family Child Care).
  - Ages of children served (00-12 months, 13-24 months, 25-35 months, 36-59 months, 60-71 months, and 6-13 years).
  - Full-time and part-time enrollments by age
  - Current number of enrollments for all programs.
  - Capacity, by age and type of program.
  - Desired capacity of the child care program.
  - Enrollments on child care scholarship.
  - Whether the program is for or non-profit.
  - Child care programs that are high quality, in accordance with the Department's definition of high quality.
  - Whether the child care program is a Head Start Program.
  - Hours of program operations.
- 2.4 Develop the survey format to ensure validation and ease of use by Providers through:
- Ensuring that instructions and questions for the survey are written at a sixth grade reading level.
  - Seeking input and guidance from other agencies with experience in executing similar statewide surveys.
  - Modeling the survey on other validated surveys of similar content
  - Ensure content described in Section 2.3 is captured in the survey.
- 2.5 Create a universal cover letter, subject to Department approval, addressed to child care program providers that explains the purpose of the survey, provides instructions and guarantees the anonymity of the program participants.
- 2.5.1 Submit a draft to the Department of the market rate survey and cover letter for approval within 14 days of the beginning date of the contract.



## Exhibit A

- 2.6 The contactor will distribute the approved survey to all licensed NH child care programs that serve any children from ages 0 to 13 years old and will:
- 2.6.1 Ensure child care providers complete anonymity by:
- Keeping provider identification, name and phone numbers in a separate, secure location from the survey results.
  - Shredding all hardcopy surveys 7 years after the final report is released to the Department.
  - Not releasing confidential materials without written approval from the Department.
- 2.6.2 Ensure the survey is available to all providers electronically and by mail.
- 2.6.3 Provide programs with the choice to complete the survey electronically or by mail.
- 2.6.4 Provide a toll-free number and e-mail address that can be used by providers for technical assistance in completing the survey.
- 2.6.5 Provide translation services, including translation of the entire survey, to programs who have limited English proficiency.
- 2.6.6 Contact providers who have not completed the survey within 2 weeks of the survey being mailed by telephone to:
- Determine barriers being experienced by the program that are preventing the program from completing the survey.
  - Offer technical assistance to programs in order to achieve a minimum survey response rate of 60%.
- 2.7 In order to validate survey results, the contractor will:
- 2.7.1 Achieve a minimum survey response rate of 60% in every CCR&R area, as well as the State of New Hampshire.
- 2.7.2 Contact at least 10% of the survey respondents by telephone, writing, or mail to obtain child care rate information for programs.
- 2.7.3 Contact local Child Care Resource and Referral programs to obtain child care rate information for programs contacted in Section 2.7.2
- 2.7.4 Compare program rate information received in Section 2.7.2 and Section 2.7.3 to the survey information submitted by the child care program to address any discrepancies.
- 2.8 Produce a final report that will include:
- 2.8.1 A written overview of the market rate survey as an introduction of the final report on survey results. The overview will include but not be limited to:



## Exhibit A

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- Description of and reason for methodologies used.
  - Validation standards used.
  - Method of executing the survey.
  - Cautions on interpreting data.
  - General findings.
  - Recommendations
  - Conclusions
- 2.8.2 An Executive Summary that includes instructional language regarding charts and tables within the Final Report.
- 2.8.3 Copies of all significant documents produced including, but not limited to:
- Complete rate tables for all categories of care and age segments.
  - Standard rate tables that include mean, median, standard deviation and percentages.
  - Tables that are prepared at the 25<sup>th</sup>, 50<sup>th</sup>, 75<sup>th</sup> and 90<sup>th</sup> percentile.
- 2.8.4 Address regional market variations.
- 2.8.5 Include all data collected as described in Section 2.3 with additional information that includes, but is not limited to:
- Trends in New Hampshire child care program over the past 12 years.
  - Analyses of responses to a set of questions regarding any specific topic designated by the Division for Children, Youth and Families, Child Development Bureau.
- 2.8.6 Submit final report to the Department for review and approval. The Contractor will:
- Provide an electronic draft copy of the final report to the Department for comments and edits.
  - Incorporate comments and edits provided by the Department in the final report.
  - Make a formal presentation of the draft to the Department.
- 2.8.7 Provide one (1) original, at least three (3) bound paper copies, and one (1) electronic copy of the final report to the Department. The Contractor will:



## Exhibit A

- Provide the electronic copy in accordance with the Department's choice of media.
  - Provide copies identified in Section 2.8.7 to the Department at least two (2) weeks prior to the public form described in Section 2.9, below.
- 2.9 The Contractor will present final results, subject to Department approval, in a public forum, the time and place of which will be determined by the Department. Prior to such presentation, the Contractor will:
- Work with the Department to advertise the forum through the Department's website.
  - Work with Child Care Resource and Referral programs to include forum notification in program newsletters.
- 3.0 The Contractor will maintain detailed supporting documentation used in developing the final report for seven (7) years after the contract end date.
- 3.1 Allow a team or person authorized by the State of New Hampshire to periodically review systems of governance, administration and clinical and financial management in order to assure systems are adequate to provide the contracted services. Review shall include all records necessary to measure compliance.
- 3.2 Make corrective actions as advised by the State of New Hampshire reviewer if contracted services are not found to be in compliance with the contract; and
- 3.3 The Department may waive its right to conduct onsite reviews if the Contractor's reports required by this contract are appropriately submitted and indicate satisfactory provision of services as determined solely by the Department.

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



**Exhibit B**

**Method and Conditions Precedent to Payment**

1.0 The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

1.1 This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.575, Federal Agency Health and Humans Services, Child Care and Development Block Grant in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

2.0 Payment for said services shall be made monthly, but not less than quarterly:

2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

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

Email: dbclark@dhhs.state.nh.us

2.2 After approval of the contract by Governor and Executive Council and only upon written request from the vendor documenting vendor need, the Department may issue an initial prepayment of up to 25% of the annual contract price at the beginning of the Contract Period to support start-up activities.

2.3 Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1 and Exhibit B-2.

2.4 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.

2.5 A final payment request shall be submitted no later than sixty days after the contact ends.

2.6 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and

2.7 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Contractor Initials: Me

Date: 11/13/13

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

Bidder/Program Name: Michael Kalinowski- Market Rate Survey

Budget Request for: 14-DHHS-DCYF-02

MH Child Care Market Rate Survey

Budget Period: December 2013-June 30, 2014

Line Item	Description	Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost	
1	Total Salary/Wages	19,480.00	\$	19,480.00	19,480.00	\$	19,480.00	654.00	\$	654.00	18,826.00	\$	18,826.00	18,826.00	\$	18,826.00				
2	Employee Benefits	1,396.00	\$	1,396.00	1,396.00	\$	1,396.00	372.00	\$	372.00	1,024.00	\$	1,024.00	1,024.00	\$	1,024.00				
3	Consultants	1,920.00	\$	1,920.00	1,920.00	\$	1,920.00		\$		1,920.00	\$	1,920.00	1,920.00	\$	1,920.00				
4	Equipment		\$			\$			\$			\$			\$					
5	Repair and Maintenance		\$			\$			\$			\$			\$					
6	Purchase/Depreciation		\$			\$			\$			\$			\$					
7	Supplies		\$			\$			\$			\$			\$					
8	Educational		\$			\$			\$			\$			\$					
9	Lab		\$			\$			\$			\$			\$					
10	Pharmacy		\$			\$			\$			\$			\$					
11	Medical Office	712.00	\$	712.00	712.00	\$	712.00		\$		712.00	\$	712.00	712.00	\$	712.00				
12	Travel	141.00	\$	141.00	141.00	\$	141.00		\$		141.00	\$	141.00	141.00	\$	141.00				
13	Occupancy		\$			\$			\$			\$			\$					
14	Current Expenses	520.00	\$	520.00	520.00	\$	520.00		\$		520.00	\$	520.00	520.00	\$	520.00				
15	Telephone	315.00	\$	315.00	315.00	\$	315.00		\$		315.00	\$	315.00	315.00	\$	315.00				
16	Postage	956.00	\$	956.00	956.00	\$	956.00		\$		956.00	\$	956.00	956.00	\$	956.00				
17	Subscriptions		\$			\$			\$			\$			\$					
18	Audit and Legal		\$			\$			\$			\$			\$					
19	Insurance		\$			\$			\$			\$			\$					
20	Board Expenses		\$			\$			\$			\$			\$					
21	Software	397.00	\$	397.00	397.00	\$	397.00		\$		397.00	\$	397.00	397.00	\$	397.00				
22	Marketing/Communications		\$			\$			\$			\$			\$					
23	Start Education and Training		\$			\$			\$			\$			\$					
24	Subcontract/Agreements		\$			\$			\$			\$			\$					
25	Other (Specific details mandatory)		\$			\$			\$			\$			\$					
26	Printing	960.00	\$	960.00	960.00	\$	960.00		\$		960.00	\$	960.00	960.00	\$	960.00				
27	Incentives (Option)	900.00	\$	900.00	900.00	\$	900.00		\$		900.00	\$	900.00	900.00	\$	900.00				
28	TOTAL	27,177.00	\$	27,177.00	27,177.00	\$	27,177.00	1,472.00	\$	1,472.00	25,702.00	\$	25,702.00	25,702.00	\$	25,702.00				

Indirect As A Percent of Direct

1.9%

27,897.00

1,472.00

520.00

1,995.00

25,702.00



NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

**2. Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

**3. Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

**4. Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

**5. Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

**6. Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**7. Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

**8. Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

Contractor Initials: lee  
Date: 11/13/13

**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 thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

**14. Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

**14.1** The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

**15. Prior Approval and Copyright Ownership:**

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

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

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

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

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

*RLC*  
11/13/13

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

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

Contractor Initials: LLH  
Date: 11/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Agreement for up to two additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

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

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