



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN  
 SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas  
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-4451 1-800-852-3345 Ext. 4451  
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Maggie Bishop  
 Director

October 23, 2009

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services (DHHS), Division for Children, Youth and Families (DCYF) to enter into an agreement with the Claremont School District, (Vendor #177374) Claremont, New Hampshire in the amount of one-hundred and twenty-five thousand and four hundred dollars (\$125,400) to conduct Child Care Resource and Referral services for the Claremont District Office catchment area from January 1, 2010 through June 30, 2011 with the option to renew for two additional two-year periods subject to Governor and Executive Council approval. 100% Federal Funds (22% Federal American Recovery and Reinvestment Act Funds).

Funding is available in the following account with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

05-95-40-403510-56890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,  
 HHS: CHILDREN AND YOUTH, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Fiscal Year	Class/Object	Class Title	Activity Code	Amount
SFY 2010	102-500731	Contracts For Program Services	40035201	\$32,626.39
SFY 2011	102-500731	Contracts For Program Services	40035201	<u>\$65,252.78</u>
Subtotal				\$97,879.17

05-95-40-403510-56890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,  
 HHS: CHILDREN AND YOUTH, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Fiscal Year	Class/Object	Class Title	Activity Code	Amount
SFY 2010	102-500731	Contracts For Program Services	40130551	\$9,173.61
SFY 2011	102-500731	Contracts For Program Services	40130551	<u>\$18,347.22</u>
Subtotal				\$27,520.83

**Total** \$125,400.00

## EXPLANATION

The Division for Children, Youth and Families (DCYF) is designated by the Department of Health and Human Services (DHHS) to administer Child Care and Development Funds (CCDF) as coordinated by the Child Development Bureau (CDB). In addition to supporting the scholarship child care payment system and preventive child care services, these Federal funds are required to be used to increase the availability, accessibility and quality of child care programs throughout the State. This is accomplished through numerous activities including the provision of child care resource and referral services for consumers and providers.

In addition to the activities above, \$27,520.83 in Federal American Recovery and Reinvestment Act (ARRA) funds were included in the contract to implement services related to the Child Care Scholarship Redesign in July and to support families who will be placed on the wait list for NH's Child Care Scholarship Assistance. The use of these funds was a mandatory condition of NH accepting the \$4,736,238 in ARRA funds.

This contract is awarded as the result of a competitive bid process. On July 9, 2009 the DCYF issued a Request for Proposal (RFP) for Child Care Resource & Referral programs to serve the ten (10) District Office catchment areas in the State of New Hampshire. The RFP was published on the Department's web site.

On July 20, 2009 a bidders conference was held and nine prospective bidding agencies sent representatives to the conference. Seven agencies ultimately submitted bids, of which seven were awarded for the ten (10) District Office catchment areas. The following five individuals were selected to review the proposals submitted in response to the RFP:

- Patrick McGowan, the CDB Contract and Fiscal Specialist, has worked for NH's DHHS for four years;
- Ellen Wheatley, the Administrator of CDB, has worked in the field of Early Care and Education (ECE) for over 30 years;
- Kristin Booth, the CDB Child Care Program Improvement Specialist, has monitored the Child Care Resource and Referral (CCR&R) contracts for nearly four years;
- Roberta Royce, the Director of the Winchester Learning Center, is a NH business owner who has frequently utilized the services of her local CCR&R agency; and
- Lisa Strout, the Executive Director for the NH Associate for the Education of Young Children, has a Masters Degree in Child Development and has over 23 years in the ECE field.

The evaluation team's scoring summary is attached to this letter (Appendix A). The Claremont School District was the only agency to submit a proposal for the Claremont District Office catchment area and by achieving the minimum review score, was awarded the contract.

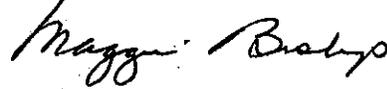
Performance under this agreement will be measured by the Performance Measures and Outcomes specified in the Agreement to include successfully providing referrals to New Hampshire Employment Program participants, and Financial Assistance to Needy Families (FANF) recipients in need of child care, recruiting new child care providers, including those that shall fill opportunities for specific kinds of care e.g. infant/toddler, bilingual, special needs and non-traditional hours.

Source of Funds: 100% Federal Funds.

Area Served: Claremont District Office catchment area.

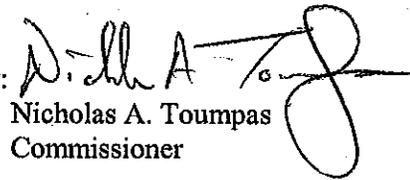
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

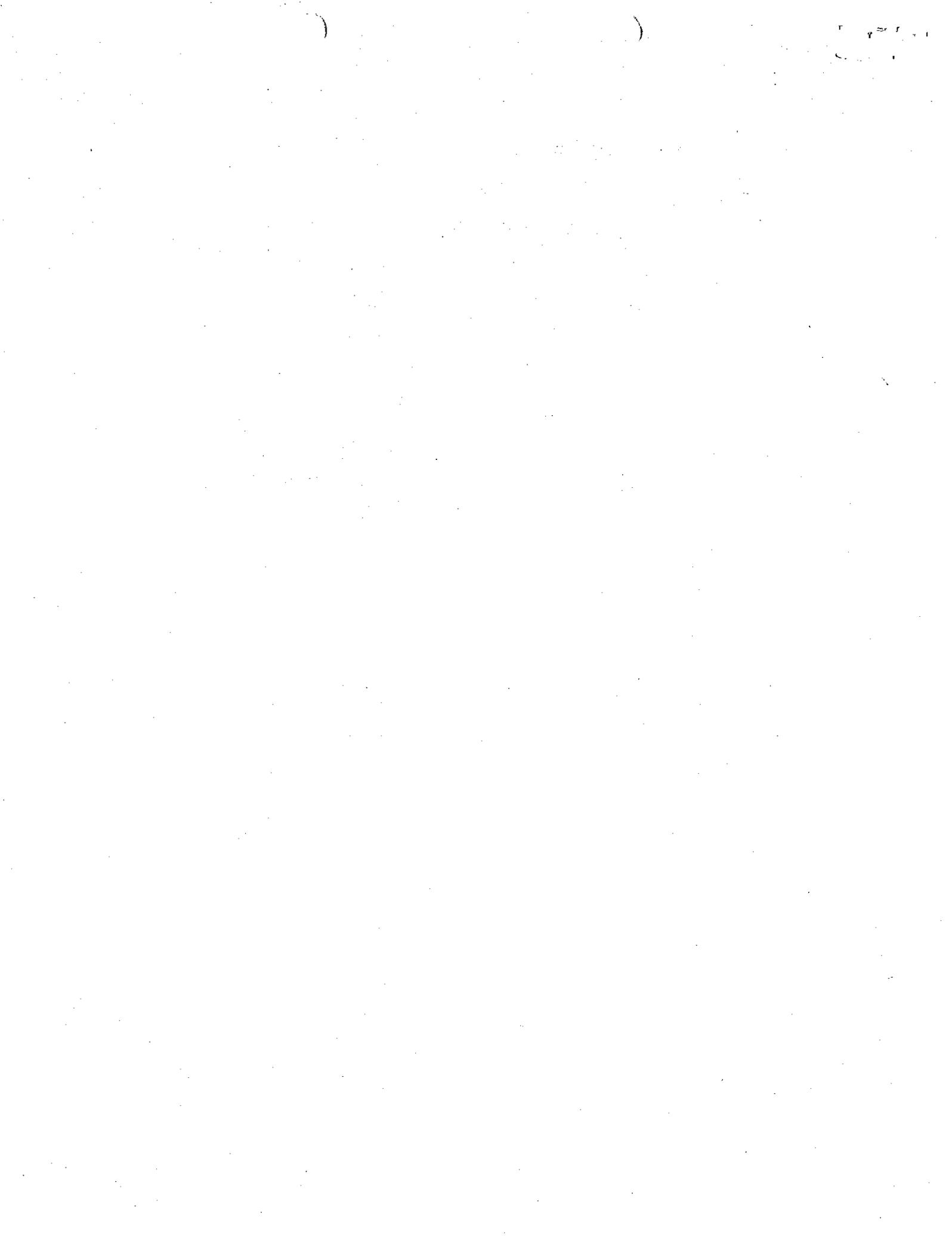


Maggie Bishop  
Director

Approved By:



Nicholas A. Toumpas  
Commissioner



## APPENDIX A

Proposal Evaluation Summary All Catchment Areas  
 Child Care Resource & Referral Programs - RFP 10-DCYF-CDB-RR-10

	Rochester DO Catchment Area		Portsmouth/ Salem D.O. Catchment Area		Nashua D.O. Catchment Area		Manchester D.O. Catchment Area		Laconia D.O. Catchment Area	
	Rockingham Comm Action	Rockingham Comm Action	Rockingham Comm Action	Rockingham Comm Action	Southern NH Services	Easter Seals NH	Easter Seals NH	Easter Seals NH	Lakes Region Comm Svs Council	
<b>Bidder Name:</b>										
<b>Overall Review - Up to 20 points each criteria</b>										
Subtotal Average points Overall Review	92.0	92.8	92.8	92.8	94.4	82.6	96.4	96.4	77.8	77.8
Value 10% of Total	9.2	9.3	9.3	9.3	9.4	8.26	9.6	9.6	7.8	7.8
<b>Experience - Up to 20 Points each criteria</b>										
Subtotal Average Points Experience	98.8	98.8	98.8	98.8	99.2	90	99.0	99.0	89.8	89.8
Value 25% of Total	24.7	24.7	24.7	24.7	24.8	22.5	24.8	24.8	22.5	22.5
<b>Program Description - Up to 20 Points each criteria</b>										
Subtotal Average Points Program Description	89.2	90.0	90.0	90.0	93.8	85.8	84.8	84.8	70.2	70.2
Value 25% of Total	22.3	22.5	22.5	22.5	23.5	21.45	21.2	21.2	17.6	17.6
<b>Cost and Resources - Up to 20 Points each criteria</b>										
Subtotal Average Points Cost and Resources	89.4	92.8	92.8	92.8	90.6	88.8	86.8	86.8	77.6	77.6
Value 30% of Total	26.8	27.8	27.8	27.8	27.2	26.64	26.0	26.0	23.3	23.3
<b>Other - Up to 20 Points each criteria</b>										
Subtotal Average Points Other	95.8	95.4	95.4	95.4	99.8	91	98.6	98.6	63.2	63.2
Value 10% of Total	9.6	9.5	9.5	9.5	10.0	9.1	9.86	9.86	6.3	6.3
<b>Grand Total</b>	<b>92.6</b>	<b>93.9</b>	<b>93.9</b>	<b>93.9</b>	<b>94.9</b>	<b>87.95</b>	<b>91.5</b>	<b>91.5</b>	<b>77.4</b>	<b>77.4</b>

## APPENDIX A

Proposal Evaluation Summary All Catchment Areas  
 Child Care Resource & Referral Programs - RFP 10-DCYF-CDB-RR-10

Bidder Name:	Keene DO Catchment Area		Conway D.O. Catchment Area		Claremont D.O. Catchment Area		Concord D.O. Catchment Area		Berlin/ Littleton D.O. Catchment Area	
	Easter Seals NH	White Mt Cmty Health Center	White Mt Cmty Health Center	Claremont School District/21C	Easter Seals	CCSNH-Berlin				
Overall Review - Up to 20 points each criteria										
Subtotal Average points Overall Review	89.2	86.2	86.2	92.8	86.0	95.4				
Value 10% of Total	8.9	8.6	8.6	9.3	8.6	9.5				
Experience - Up to 20 Points each criteria										
Subtotal Average Points Experience	96.4	87.2	87.2	93.6	96.0	92.2				
Value 25% of Total	24.1	21.8	21.8	23.4	24.0	23.1				
Program Description - Up to 20 Points each criteria										
Subtotal Average Points Program Description	87.2	85.0	85.0	81.0	84.6	87.4				
Value 25% of Total	21.8	21.3	21.3	20.3	21.2	21.9				
Cost and Resources - Up to 20 Points each criteria										
Subtotal Average Points Cost and Resources	89.0	86.6	86.6	91.4	89.6	90.2				
Value 30% of Total	26.7	26.0	26.0	27.4	26.9	27.1				
Other - Up to 20 Points each criteria										
Subtotal Average Points Other	91.0	83.6	83.6	91.2	96.0	89.2				
Value 10% of Total	9.1	8.4	8.4	9.1	9.6	8.9				
Grand Total	90.6	86.0	86.0	89.5	90.2	90.4				

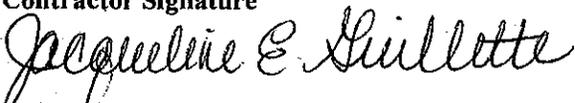
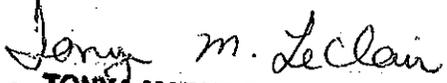
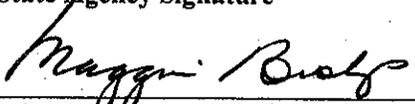
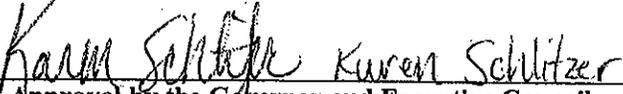
Subject: Child Care Resource and Referral Services

**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 for Children, Youth & Families Child Development Bureau		<b>1.2 State Agency Address</b> 129 Pleasant St. Concord, NH 03301	
<b>1.3 Contractor Name</b> Claremont School District		<b>1.4 Contractor Address</b> 169 Main Street Suite #220 Claremont, NH 03743	
<b>1.5 Contractor Phone Number</b> 603-543-4200	<b>1.6 Account Number</b> 05-95-40-403510-5689-102	<b>1.7 Completion Date</b> June 30, 2011	<b>1.8 Price Limitation</b> \$125,400
<b>1.9 Contracting Officer for State Agency</b> Patrick McGowan		<b>1.10 State Agency Telephone Number</b> 603-271-4843	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Jacqueline E. Guillette, Superintendent SAU #6 Claremont, Unity and Cornish	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Sullivan</u> On <u>9.30.09</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 Public or Justice of the Peace</b> <b>TONYA MARIE LECLAIR</b> NOTARY PUBLIC State of New Hampshire My Commission Expires July 15, 2014			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Maggie Bishop, Director	
<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:  Karen Schitzer On: <u>11/9/09</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.

*JEL*  
9-30-09

**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: *JG*  
Date: *09-30-09*

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**

DATE: September 16, 2009

CONTRACT: Claremont DO Catchment Area CC Resource and Referral Program

CONTRACT PERIOD: January 1, 2010 to June 30, 2011

CONTRACTOR NAME: Claremont School District

ADDRESS: 169 Main Street Suite #220

Claremont, NH 03743

TELEPHONE: 603-543-4200

REPRESENTATIVE: Jacqueline E. Guillette

TITLE: Superintendent, SAU#6 Claremont Unity and Cornish

1. Provisions Applicable To All Services

The Contractor hereafter agrees:

1.1 That, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated;

1.2 To use its best efforts to apply for any and all appropriate public and private sources of funds that are applicable to the funding of the Services described herein. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds;

1.3 To complete the full scope of services in Exhibit A; and

1.4 To serve families and providers in the Claremont District Office (DO) catchment area in need of child care resource, referral, recruitment, and/or educational training through the Claremont School District's program Family School Connections (FSC).

2. Services To Be Provided:

2.1 Perform the services of this contract in accordance with the following program goals:

- a. Ensure that high quality, culturally competent, Child Care Resource & Referral (CCR&R) services are known and accessible to the widest possible number of families, providers, businesses and community members within the catchment area, including services to limited English proficient families and providers, and in consideration of a variety of diversity issues;

Contractor's Initials JEG

Date 9-30-09

- b. Serve as a resource of data and information regarding early care and education (ECE);
- c. Provide high quality referrals and consumer education to families seeking child care including but not limited to families receiving NH child care scholarship funds or who are on a wait list to do so;
- d. Increase the accessibility of child care within the catchment area through recruitment of child care providers that meet the needs of families;
- e. Positively impact the quality of child care within the catchment area by increasing the knowledge of child care providers of the Early Childhood Core Knowledge Areas through technical assistance and training opportunities; and
- f. Use technology as appropriate and feasible for purposes that may include, but not be limited to providing referrals and consumer information to families, training to child care providers, attending meetings, and information dissemination.

## Outreach

### 2.2 Outreach to the Claremont District Office Catchment areas by:

- a. Operating an office located at 169 Main Street in Claremont, NH. Office hours shall be 8:30-4:30, Monday through Friday and shall be publicized in all correspondence. Walk-ins shall be welcomed as well as clients seeking services via phone calls;
- b. Maintaining the existing toll free number, 1-877-212-7267, to allow families and providers access to services. This number shall have voicemail that gives the caller FSC hours of operation, the address of the FSC website, and the option to leave a message for a call back from the CCR&R Specialist. All calls shall be returned within 24 hours on normal business days, Monday-Friday;
- c. Being accessible by e-mail. FSC CCR&R email addresses are printed on all correspondence that is given out to families, providers, and community members;
- d. Utilizing the internet and emails to provide clients with referrals, share important updates and information with providers. Families shall be able to access CCR&R information via two websites: [www.nhccrr.org](http://www.nhccrr.org) or [www.claremont.k12.nh.us](http://www.claremont.k12.nh.us). FSC shall take steps to have the CCR&R newsletter posted on the Claremont School District's web-site;
- e. Maintaining a strong, working relationship with the staff of the Claremont DO, the New Hampshire Employment Program (NHEP), Workplace Success Program, Good Beginnings of Sullivan County and the Working Futures Program. FSC CCR&R shall attend all NHEP Orientations for FANF clients and shall make regular visits to the local DO. The FSC CCR&R shall be available via phone, email or in-person to work closely with these afore mentioned entities to make sure that the needs of all families, including families receiving FANF, are being met;
- f. Attending all NHEP Orientations where participants attending have children under the age of thirteen (13) years old. At each orientation, the NHEP participants receive information which shall include, but not be limited to, information on quality indicators of child care, interviewing a child care provider and children's growth, and development. If an NHEP

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participant or DO client cannot access services of the CCR&R via phone or email, CCR&R is able to provide an onsite referral at the NHEP office or the DO;

- g. Visiting providers on a monthly basis and in addition to bringing them materials, updates, and professional development options, the CCR&R shall talk with providers about their training needs and any technical assistance needs they may have. FSC shall help providers with marketing their programs, and continue an annual Parent/Provider Social in conjunction with an annual Scholastic Book Fair for both families and providers;
- h. Establishing within 90 days of this contract, a Memorandum of Agreement (MOA) with the local Family Resource Center (FRC), which shall include referring clients to each other's programs and use of FRC space for provider trainings. The MOA shall also include an understanding that FRC staff are invited to all trainings provided by FSC CCR&R and all staff from FSC CCR&R can participate in trainings offered by the FRC that would be beneficial to the professional development of CCR&R staff;
- i. Establishing and maintaining a strong working relationship with the Child Development Bureau (CDB). The FSC CCR&R shall attend monthly meetings of the CCR&R Network. CCR&R Specialist shall meet with the Child Care Program Improvement Specialist as scheduled during site visits. FSC CCR&R shall also contact the CDB when needed for technical assistance and is available to answer any questions or needs CDB staff may have;
- j. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
  - (1) The number of visits made to providers: center, licensed family, licensed exempt family child care, and potential providers;
- k. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
  - (1) The number of visits made to the DOs and NHEP offices and the nature of those visits; and
  - (2) The number of NHEP Orientations attended and the number not attended along with the reason why the Orientation was not attended or held.

**Resource**

2.3 Serve as a resource to the Claremont Office Catchment area by:

- a. Serving as a community resource for DHHS, local and national organizations, agencies, policy makers, public officials, businesses, and community members in the area of data and information regarding child care issues including, but not limited to supply and demand. FSC CCR&R shall be available to provide resource information at local events within the catchment area;
- b. Collecting information and maintaining an up to date National Association of Child Care Resource and Referral Agencies (NACCRRA) Suite of Data Services (SDS) database. This database shall be updated no less than twice a year. FSC CCR&R Specialist shall complete at least 80%, in most cases more than 80%, of the standardized data fields in

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the database are completed on all entries into the database. The FSC CCR&R database shall contain information on:

- (1) Child care providers in both Sullivan and lower Grafton Counties. These providers shall include licensed child care centers, licensed family child care providers, and legally operating license-exempt providers, and shall include faith-based programs;
  - (2) Data from each family requesting a child care referral as to the type of care they are seeking, hours of care that is needed, locations of care needed, and any special needs with which the family needs assistance; and
  - (3) Business and community contacts that are recorded in the community section of the database. These contacts include other social service agencies, local officials and policy makers, and potential child care providers that the CCR&R works with towards becoming a legally operating child care provider;
- c. Publishing and distributing a quarterly newsletter that is sent to all child care providers in the NACCRRAware database, local community partners, and potential child care providers who are on FSC's mailing list. The newsletter shall:
- (1) Inform child care providers of updates from the CDB, the Child care Licensing Unit and other CDB contractors, policy issues in child care (both state and national), upcoming statewide and national trainings, conferences, workshops, upcoming ECE classes, lists resources for providers, includes a copy of Child Care Aware's "Daily Parent" for providers to copy and share with families, and the quarterly training calendar of upcoming free trainings for both counties in the catchment area;
  - (2) Include sections directly written by FSC called "A little note from us" and "On a Personal Note;" and
  - (3) Be distributed via US mail and in some cases via email, to all child care providers in the FSC database, the CDB and other state entities, and to potential child care providers in the community section of the database. FSC CCR&R shall work towards having the newsletter available on the CSD website as well;

FSC shall charge a fee for any for-profit entity to advertise in a hard copy of the CCR&R newsletter. All fees collected for advertisements shall be used to meet the goals of this contract. No more than one page or 10% of the entire newsletter can be devoted to for-profit advertising. The frequency of for-profit advertising shall be at the sole discrepancy of the contracted agency. For-profit entities can advertise free of charge in electronic versions of the CCR&R newsletter and e-mail blasts that are sent by FSC. All electronic or regular correspondence regarding for-profit entities shall include the following statement, "This advertisement does not necessarily represent the views of the NH Department of Health and Human Services, the Division for Children, Youth and Families, or the Child Development Bureau;"

- d. FSC CCR&R shall list all trainings offered for providers on the NH Child Care Resource and Referral Network's website at [www.nhccrr.org](http://www.nhccrr.org). FSC CCR&R shall update and/or edit trainings on the NHCCR&R website on a monthly basis. In addition to the website posting, printed training calendars shall be included in the FSC CCR&R newsletter that specifically lists trainings that FSC CCR&R is offering. The FSC CCR&R newsletter reports other statewide and national trainings available to child care providers that meet Child Care

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Licensing standards that includes but is not limited to: Water Safety, Child Care Licensing, and Billing and Payment workshops (offered by CDB contractors and partners). The FSC CCR&R newsletter shall also include flyers from Granite State College and River Valley Community College that inform child care providers of upcoming college classes in ECE, social services, and education. Training updates shall be shared with providers on a regular basis via email, phone, and mail; and

- e. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
- (1) The number of providers whose information was updated and whether or not it was a full or partial update;
  - (2) Responses to the request from DHHS or inform the CDB in its quarterly report when they have responded to such a request; and
  - (3) The date the quarterly newsletter was e-mailed or mailed.

## Referral

### 2.41 Refer families to providers by:

- a. Maintaining a precise and up to date NACCRRAware database of providers and child care options in both Sullivan and lower Grafton Counties and by providing referrals to families via in-person, over the phone, by email, or via the NH CCR&R Network website at [www.nhccrr.org](http://www.nhccrr.org);
- b. Providing free consumer education materials on quality indicators, licensing information, child growth and development, types of child care, checklists, interviewing child care providers, tax credits for child care, other possible community resources, and subsidies available for child care assistance, in addition to the actual child care referral. All materials and the child care referral will be delivered following the Criteria for Best Practices set forth in NACCRRRA's Quality Assurance Program;
- c. Referring families to child care providers at no charge to the families. FSC CCR&R shall provide the best match for each individual family's needs and preferences. Each family shall receive a minimum of three options for child care that will include both licensed and legally license-exempt options, including faith-based programs if applicable to that family's request. FSC CCR&R shall also provide referral options outside the FSC CCR&R database, if needed, that would include other NH CCR&R offices, the Vermont CCR&R office (if applicable), and the Child Care Project (CCR&R) in Hanover, NH (if applicable);
- d. Providing families seeking child care referrals a verbal consultation upon intake of referral and a written resource packet that includes consumer education information on quality indicators, licensing information, child growth and development, types of child care, checklists, interviewing child care providers, tax credits for child care, and subsidies available for child care assistance and information on the FRC for this resource packet;
- e. Working closely with the NHEP Employment Counselor Specialists (ECS) at the NH WORKS office, the local DO staff, and the Child Care Program Improvement Specialist from the CDB to make sure that the child care needs of families being served by the NH DHHS are being met. This shall include regular site visits to both the DO and NHEP and

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attendance at all NHEP Orientations and visits with the CDB's Child Care Program Improvement Specialist as scheduled;

f. Assisting NHEP clients:

- (1) In obtaining and securing child care services as soon as possible by providing child care referrals in a prompt and timely manner and giving each NHEP client consumer education information on choosing quality care;
- (2) By providing child care referral services at, or in the vicinity of the NH WORKS office if necessary to do so or at the FSC CCR&R office or via phone or email; and
- (3) Answering and responding to requests from the NHEP participant or NHEP ECS to provide one-on-one counseling on conducting a child care search and by providing each client with a resource packet that will assist and educate them in the process of selecting quality child care;

g. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:

- (1) The total number of families receiving referrals;
- (2) The number of families receiving referrals with CCR&R assistance; and
- (3) The number of FANF clients assisted by the CCR&R;

h. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:

- (1) The number of families receiving referrals via the web;
- (2) The number of new families served;
- (3) The number of previous families seeking new information that were served; and
- (4) The number of families served through the DO; and

i. Following all current Division of Family Assistance and Department of Health and Human Services confidentiality policies.

### Wait List

2.42 Conduct wait list activities that assist families who are eligible to receive NH child care scholarship funds, but who are on or released from a wait list to secure child care services as soon as possible utilizing the following process:

- a. Access New Hampshire Electronic Application System (NH EASY) daily to identify any new families who have been put on the wait list;
- b. Contact families by phone, or mail if no phone number is available;

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- c. Upon contact, determine a family's child care needs while they are on the wait list by following the steps below:
- (1) Determine if the family has already identified a provider they want to use while on the wait list;
  - (2) If the family does not have a provider, assist them with referrals, other ideas of where to locate a provider, and consumer education to find a provider as soon as possible;
  - (3) Once a provider has been identified, determine if this is the provider they want to use when they come off the wait list;
  - (4) If yes to (3) above, assist the provider with the CDB's enrollment process if they are not enrolled;
  - (5) If the family is uncertain or wishes to use a different provider once released from the wait list, assist the family with finding a provider that they wish to use after they are released;
  - (6) After a month, contact the family to determine if their current provider is the one they want to continue to use once they are released from the wait list;
  - (7) If yes to (6) above, assist the providers with the enrollment process with the CDB;
  - (8) If no to (6) above, provide the family with referrals and consumer education to child care programs;
- d. Access NH EASY daily to identify families who have been released from the wait list and help those families secure and maintain child care scholarships by:
- (1) Assisting with completion and submission of Form 2530 within 15 days;
  - (2) Informing them that if they do not return Form 2530 within 30 days, their child care scholarship will be closed, they will have to reapply, and they will be placed at the bottom of the wait list again;
  - (3) Assisting families to enroll with a provider; and
  - (4) Informing families that if the provider is not paid for services within 90 days, their child care scholarship will be closed, they will have to reapply, and they will be placed at the bottom of the wait list again;
- e. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
- (1) The number of families identified as being put on the wait list;
  - (2) The number of families on the wait list receiving referrals;
  - (3) The number of families released from the wait list receiving referrals;

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- (4) The number of providers assisted with the enrollment process; and
- (5) The number of contacts with a family from the time they go on the wait list until they are released from the wait list and are enrolled with a provider.

### Follow Up

2.43 Follow up surveys shall be mailed to families by FSC in each quarter to achieve follow-up response form at least 20% of the clients served in each quarter. The survey will help FSC CCR&R Specialist to determine if families have found care that meets their needs and to establish if the program meets the needs of their family. Specific and direct emphasis shall be placed on determining whether families on FANF and the wait list have had their needs met. FSC CCR&R shall follow up with these families by phone and/or email with the help of the FSC Administrative Assistant if survey is not returned in an effort to have a better understanding of families unmet needs. FSC shall:

- a. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
  - (1) The percent of families successfully surveyed;
  - (2) The percent of families surveyed who were successful in finding care;
  - (3) The percent of FANF families who were surveyed who were successful in finding care and did not identify inability to find child care as a barrier to work activity participation;
  - (4) The percent of families on the wait list who were surveyed and were successful in finding care they can afford until they are released from the wait list; and
  - (5) The percent of families who had all of their child care needs met by the care they chose;
- b. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
  - (1) The total number of clients assisted by the CCR&R;
  - (2) The number of FANF clients assisted by the CCR&R;
  - (3) The number of follow-up attempts made;
  - (4) The number of follow up surveys completed;
  - (5) The number of families satisfied with the care they found;
  - (6) The number of families that chose not to use care;
  - (7) The number of families whose search was still in process;
  - (8) The number of families who were unable to locate care;

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- (9) Any child care needs of the family that were not met by their child care choice or options;
  - (10) Any unmet child care needs of families on the wait list;
  - (11) The number of families who chose care from the referral list(s) they received from the CCR&R;
  - (12) The number of families who found the referrals they received helpful;
  - (13) The number of families who found the consumer education they received over the phone helpful;
  - (14) The number of families who found the written or posted consumer education they received or accessed helpful;
  - (15) The number of families who report they were able to identify indicators of quality in child care programs; and
  - (16) The number of families who report that the CCR&R services were culturally competent; and
- c. Choose one area where families' needs were not met and one area where referral services were not helpful and develop and implement a plan to meet this need and improve this service.

**Recruitment**

2.5 Recruit child care providers by:

- a. Identifying unmet needs in the Claremont DO catchment area by using data from the client follow up surveys. FSC shall then recruit providers and ensure they are trained in areas not limited to, infant care, special needs care, and child care during non-traditional hours as well as other specific types needed in the catchment area as indicated by the CCR&R's follow up data;
- b. Reviewing follow up sheets from families served each quarter to determine their unmet needs and use this information to continue to recruit providers to meet these needs. FSC CCR&R shall recruit providers to help meet the needs of families on the wait list by following up on ads placed by Licensed Exempt providers and CCR&R shall place ads to recruit providers to help meet these unmet needs;
- c. Contacting new license exempt providers as identified by the CDB;
- d. Informing and making licensed providers aware of the opportunity to provide Preventive and Protective care by becoming certified in such. FSC CCR&R shall give all interested providers the contact information necessary to pursue this valuable certification;
- e. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:

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- (1) The number of new providers added to the database, including licensed and license exempt providers;
  - (2) The number of new child care opportunities created by new and existing providers;
  - (3) The number of providers who are recruited or expand their programs to meet the unmet needs of infant/toddler care, special needs care and non-traditional hours care;
  - (4) The number of providers who are recruited or expand their programs to meet an unmet need as identified by the CCR&R;
  - (5) The number of providers specifically recruited to meet the needs of families on the wait list;
- f. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
- (1) The number of child care providers who closed permanently;
  - (2) The number of child care opportunities lost by provider closings; and
  - (3) The number of net child care opportunities gained or lost.

## Training

2.61 Assure quality training options are available by:

- a. Providing free monthly trainings to all legally operating child care providers in the Claremont DO catchment area and alternate the trainings between locations in both counties covered by this catchment area. Monthly trainings shall be free with the exception of CPR and First Aid certifications;
- b. Offering trainings that address the Core Knowledge Areas as defined in the publication, the *New Hampshire Early Childhood Professional Development System*. The Core Knowledge Areas that each training covers shall be identified in the training calendar listing the training that each provider receives, the Certificate of Attendance, and stated to the providers at the beginning of each training. FSC CCR&R will offer trainings throughout the contract period that addresses all of the Core Knowledge Areas;
- c. Having the discretion to offer a light breakfast or lunch for trainings that extend more than 4 hours. For trainings that extend 6 hours or more the FSC may offer both a light breakfast and lunch. A small fee to cover the cost of the meal(s) is appropriate as long as providers have the choice to not pay the fee and bring their own food;
- d. Utilizing a variety of qualified presenters that are hired for the training workshops to avoid presenting a singular perspective or showing preference to a particular presenter;
- e. Not paying CCR&R staff a consultant fee to teach a workshop in the Claremont catchment area, as providing workshops in their own area is a core service required by FRC;
- f. If extenuating circumstances arise, paying staff a consulting fee, for teaching a workshop in the Claremont catchment area upon receiving prior written approval from the CDB. An

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extenuating circumstance may include, but not be limited to: long travel distances, lack of available qualified presenters, or limited regular working hours;

- g. Working and collaborating with the NH Child care Resource and Referral Network to annually review the Child Care Basics trainings, which shall result in a standardized set of Child Care Basic trainings;
- h. Updating and keeping current the Child Care Basic training workshop kit assigned to the FSC;
- i. Providing the trainings listed in Attachment B;
- j. Assisting the Child Care Water Safety contractor in securing appropriate venues in both counties in the catchment area to deliver the trainings. FSC CCR&R shall publicize the training via the quarterly newsletter, email reminders, and Save the Date flyers. FSC CCR&R will assist the contractor with sign-in process the nights of the trainings;
- k. Informing and educating child care providers on how to access college courses and funding opportunities for tuition assistance that is available through the CDB. FSC CCR&R includes current college information from both the River Valley Community College and Granite State College in all quarterly newsletters and distributes updated course information to providers via email updates;
- l. Maintaining working relationships with the CDB and other contractors to maximize the use of training funds by collaborate and co-sponsor training events. FSC CCR&R shall pool resources with partners and work to provide funding to child care providers to attend relevant trainings as needed;
- m. Working with contractors, the CDB, and other community training resource partners to plan and implement trainings that will meet the needs of providers in both counties in the Claremont DO catchment area;
- n. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
  - (1) The number of Child Care Basics trainings offered;
  - (2) The number of attendees at Child Care Basics trainings;
  - (3) The number of other trainings offered;
  - (4) The number of attendees at other trainings offered by the CCR&R;
- o. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
  - (1) The number of collaborative trainings;
  - (2) A list of the specific workshops offered including: the date, location (town), the presenter, their credential, and the number of attendees; and
  - (3) The dates that each of the required trainings are offered.

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## Technical Assistance

2.62 Provide technical assistance by:

- a. Playing an instrumental role with child care providers in the catchment area regarding support and technical assistance in identified areas. FRC shall:
  - (1) Answer questions and help to resolve issues relating to child care that may arise between families and providers. FSC CCR&R shall offer answers and suggestions and information based on best practices;
  - (2) Work with child care providers to help develop their Emergency Preparedness plans by offering the Emergency Preparedness for Child Care Providers workshop in both counties and by providing suggestions for staff trainings (i.e. First Aid, CPR, Emergency Preparedness, Water Safety, and other appropriate health and safety trainings). FSC will encourage and support child care providers in conducting routine emergency drills. FSC CCR&R shall record in the NACCRRAware database all providers who have completed these trainings and have Emergency Preparedness plans in place by conducting regular follow up calls to providers to check on their progress in this important area;
  - (3) Supporting new and currently operating license exempt providers in their efforts to become licensed providers that increase the number of child care opportunities available. FSC CCR&R shall maintain a strong working relationship with both licensing coordinators for the Claremont catchment area and shall offer trainings for license exempt providers that give opportunities to meet the licensing coordinators for their areas and to ask questions and obtain information on the licensing process. FSC CCR&R shall also be available to support license exempt providers in their pursuit of licensing status at local zoning board and/or planning board meetings by sharing with these local boards the data which reflects the need for additional child care options in all areas in the FSC CCR&R catchment area;
  - (4) Supporting new and existing child care providers who are beginning to self-assess their program quality in hopes of achieving DHHS Licensed-Plus designation. FSC CCR&R shall offer trainings and workshops needed for this certification, i.e. NH Early Learning Guidelines, as well as offer resources and other technical assistance as needed to support child care providers in this improvement process;
  - (5) Being available to assist existing providers achieve accreditation through the National Association for the Education of Young Children (NAEYC) and the National Association for Family Child Care (NAFCC). FSC CCR&R support shall include but not be limited to providing trainings and/or workshops that providers may need for accreditation. FSC shall also provide data sharing, on-site visits to assist in this process
- b. Supporting, encouraging, and assisting child care providers and other early childhood professionals to apply for the appropriate level Early Childhood Professional Credential. FSC CCR&R shall offer a Credentialing Workshop for ECE professionals at least twice a year, once in each county in the catchment area. FSC shall be available for on-site workshops for providers and their staff who are interested in obtaining their credentials. Articles on the Credentialing System updates shall be publicized as they become

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available. FSC CCR&R shall designate a definite amount of funding to help pay for a specific number of credentials for providers;

- c. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
  - (1) The number of providers assisted in the licensing process;
  - (2) The number of new credentials awarded; and
  - (3) The number of credentials renewed or awarded at a higher level;
- d. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
  - (1) The number of times TA is provided in person;
  - (2) The number of times TA is provided by phone;
  - (3) The number of providers who became licensed;
  - (4) The number of times TA is provided for Licensed Plus; and
  - (5) The number of times TA is provided for accreditation.

## Evaluation

2.63 Evaluate the performance of FSC's CCR&R services by:

- a. Having all participants attending FSC CCR&R workshops or trainings complete an evaluation of said training that assesses the knowledge and skills of the trainer, any new information learned, how the participant will use that new information to increase the quality of care they provide to families and children, whether or not they (the participants) were satisfied with the trainer and the training, the usefulness of the training and suggestions for upcoming trainings that they (the participants) would like to see offered;
- b. Compiling feedback given via the workshop evaluations from participants to plan future trainings based on child care provider needs; and
- c. Surveying providers twice a year to assess the delivery of CCR&R services. These surveys shall be delivered to child care providers via the newsletter, email, and mail and will evaluate CCR&R services in the areas of referrals given, data provided to parents/families, ease of updating data process, trainings offered, trainings needed, and the cultural competence of the CCR&R services. Data needed to evaluate CCR&R's training services shall also be obtained from workshop evaluations completed by participants in the trainings.

## Technology

2.7 Utilize technology and build technological capacity by:

- a. Maintaining NACCRRA membership;

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- b. Using Internet access to connect to the NACCRRRA SDS. FSC CCR&R shall use the NACCRRRA SDS to enter information on clients, child care providers, and community partners, and resources. FSC CCR&R has and will maintain a portion of the SAU #6-Claremont School District's web server to host the NACCRRRA SDS program and data. Full access to the database is available at any time to the Administrator of the CDB and other CDB staff. The Child Care Program Improvement Specialist for the CDB will serve as the Administrator of the NACCRRRA SDS. At the discretion of DCYF, Read Only or Search and Referral access to the databases of other catchment areas shall be granted. FSC CCR&R is required to use NACCRRRA SDS to maintain the database and access information;
- c. Advising all clients seeking child care referrals, all child care providers entered into the database, and all community partners and resources entered into the database of the Confidentiality Policy. All clients shall be advised verbally at the time of the actual referral and again in writing through the client letter they receive with their resource packet of FSC CCR&R's Confidentiality Policy. This policy shall require the approval of NH DHHS and meet the standards of the Criteria for Best Practices set forth in NACCRRRA's Quality Assurance Program;
- d. Regularly updating the email lists of child care providers for the purpose of distributing materials and information;
- e. Using NH EASY to work with the CDB to have access to that program to better meet the needs of the families and providers; and
- f. Assisting in the maintenance, future development, and updating of information by contributing contract funds for the NHCCRR.org website.

3. Meet the following staffing qualifications:

- a. Provide knowledgeable staff, who are credentialed (or have the credential waived) at the following levels according to the NH Early Childhood Professional Development System to perform the corresponding duties in the table below:

Duties	Credential Level
Take Calls & Meet With Families	Master Teacher Level 1
Hired to Provide Training	Trainer, Faculty, or Allied Master Professional
Consultant Staff	Program Consultant Master Professional to Provide Technical Assistance

- b. In those DO catchments areas where there are large numbers of non-English speaking persons, or persons of Limited English Proficiency (LEP), have a bilingual staff person or other translator/interpreter to be utilized when providing services or information to providers. Staff shall not rely on family members or friends of LEP persons to serve as interpreters unless the LEP person expressly requests such an arrangement. Children shall not be asked to translate or interpret. If no bilingual worker or in-house interpreter is available, the CCR&R shall make arrangements to obtain an outside interpreter. An LEP person shall not be required to pay for the services of an interpreter. If appropriate for the catchment area, written materials and training shall also be made available in languages other than English;

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- c. Designate a staff person to liaison with the CDB to:
  - (1) Attend monthly meetings with the CDB;
  - (2) Coordinate activities, working with the Child Care Program Improvement Specialist, the Child Care Training Specialist, and the Credential Specialist;
  - (3) Maintain the NACCRRA SDS;
  - (4) Obtain input and feedback from child care providers when policy, Child Care Scholarship Program, and quality enhancement initiatives are being revised;
  - (5) Evaluate CCR&R services;
- d. Require current criminal background checks and central registry screenings of its staff. The results of such background checks and screenings shall be shared with the Department and the Department reserves the right to reject the Contractor's staff as a result of such background checks; and
- e. Set aside professional development funds to allow staff to attend at least one national conference or symposium per contract cycle to further their expertise in providing CCR&R services.

4. Performance Measures:

- a. FSC shall meet the goals of the performance measures in this contract as documented in Attachment A. The DHHS reserves the right to amend Attachment A after consultation with FSC.

5. Provide records and reports including:

- a. Quarterly and annual reports with outcome statistics for each of the performance measures and other data reports indicated on Attachment A;
- b. Such reports described in (a) above shall be completed on Attachment C or a similar form provided by the CDB and emailed to the Child Care Program Improvement Specialist of the CDB, DCYF by the 15<sup>th</sup> of the month following the end of each quarter and the end of each contract year. Each report described in (a) above shall also include the cover sheet Attachment D, or a similar form provided by the CDB;
- c. All reports listed in Attachment E. The Department shall reserve the right to make adjustments to attachment E, after consultation with NH CCR&R Network;
- d. The *Detailed Work-Plan* described in Attachment E of this contract. Attachment B of this contract shall be the *Preliminary Work-Plan* described in Attachment E. The *Detailed Work-Plan* described in Attachment E shall become Attachment B of this contract, after FSC submits this document and it is approved by the CDB;
- e. A summary of the performance measures outcome statistics for the contract period shall be forwarded along with the final billing and shall be postmarked within 60 days of the conclusion of the contract period;

Contractor's Initials   JL    
 Date   9-30-09

- f. Maintaining detailed supporting documentation to support these reports which shall be available for DCYF review upon request;
- g. Meeting with the Child Care Program Improvement Specialist for discussion and approvals; and
- h. Providing information on an NHEP client's child care search in a Department appropriate format at the request of the NHEP ECS. The NHEP staff and FSC shall ask NHEP clients to sign the "Release of Confidentiality" form at the NHEP orientation to make the exchange possible.

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Exhibit A Attachment A: Claremont Performance Measures

NO.	Contract Section	Performance Measure	Goal 1/1/10-6/30/10	Goal SFY 2011
1	2.2.k.(1)	The number of visits made to providers: center, licensed family, Licensed Exempt, and potential providers	20	40
2	2.4.1.g.(1)	The total number of families receiving referrals.	116	240
3	2.4.1.g.(2)	The number of families receiving referrals with CCR&R assistance.	96	200
4	2.4.1.g.(3)	The number of FANF clients assisted by the CCR&R.	60	120
5	2.4.3.a.(1)	The percent of families successfully surveyed.	20%	20%
6	2.4.3.a.(2)	The percent of families surveyed who were successful in finding care.	80%	80%
7	2.4.3.a.(3)	The percent of FANF families who were surveyed who were successful in finding care and did not identify inability to find child care as a barrier to work activity participation.	80%	80%
8	2.4.3.a.(4)	The percent of families on the wait list who were surveyed and were successful in finding care they can afford until they are released from the wait list.	50%	50%
9	2.4.3.a.(5)	The percent of families who had all of their child care needs met by the care they chose.	60%	60%
10	2.5.1.e.(1)	The number of new providers added to the database, including licensed and license exempt providers.	4	8
11	2.5.1.e.(2)	The number of new child care opportunities created by new and existing providers.	18	36
12	2.5.1.e.(3)	The number of providers who are recruited or expand their programs to meet the unmet needs of infant/toddler care, special needs care and non-traditional hours care.	2	4
13	2.5.1.e.(4)	The number of providers who are recruited or expand their programs to meet an unmet need as identified by the CCR&R.	2	4
14	2.5.1.e.(5)	The number of providers specifically recruited to meet the needs of families on the wait list.	2	4
15	2.6.1.n.(1)	The number of Child Care Basics trainings offered.	3	6
16	2.6.1.n.(2)	The number of attendees at Child Care Basics trainings.	30	60
17	2.6.1.n.(3)	The number of other trainings offered.	15	30
18	2.6.1.n.(4)	The number of attendees at other trainings offered by the CCR&R.	100	200
19	2.6.2.c.(1)	The number of providers assisted in the licensing process.	2	4
20	2.6.2.c.(2)	The number of new credentials awarded.	7	15
21	2.6.2.c.(3)	The number of credentials renewed or awarded at a higher level.	6	12

Contractor's Initials *[Signature]*  
 Date 9-30-09

**Family School Connections-CCR&R- Anticipated Work Plan for 2010-2011**

<p>January-2010                  Mail Quarterly Report to CDB                  Mail Quarterly Newsletter with Provider Updates included                  CCB Workshop                  First Aid (Sullivan County)                  CPR (Grafton County)                  NHEP Orientations (4)                  Provider Visits (4)                  Visit DO (2)                  NH R&amp;R Network Meeting                  Provider Training (TBA)                  Meet w/Director of FSC to work on Quality Plan (2) times                  Attend FRC Staff Meeting</p>	<p>February-2010                  CPR (Sullivan County)                  First Aid (Grafton County)                  CCB: Early Learning Guidelines                  Survey Families                  Provider visits (4)                  Visit DO (2)                  NHEP Orientations (4)                  Provider Update Calls                  NH RR Network Meeting                  Meet with Licensing Specialist                  Compile data from Family Surveys to work on Improvement Plan                  Attend FRC Staff Meeting</p>	<p>March-2010                  Attend NACCRRRA Symposium                  Workshop: CCB                  Workshops (2): Child Abuse/ Claremont and Lebanon                  NHEP Orientations (5)                  Provider visits (4)                  Visit DO (2)                  Update Database Information                  NH R&amp;R Network Meeting                  Meet the Licensor Workshop                  Meet w/Director of FSC to work on Quality Plan (2)                  Attend FRC Staff Meeting</p>
<p>April-2010                  CPR-Grafton County                  First Aid-Sullivan County                  Zero to Three PCAN-Training                  Week of Young Child Events                  Mail Quarterly Report to CDB                  Mail Quarterly Newsletter                  Provider visits(4)                  Visit DO (2)                  NHEP Orientation (4)                  NH RR Network Meeting                  Attend FRC Staff Meeting</p>	<p>May-2010                  CPR-Sullivan County                  First Aid-Grafton County                  Water Safety-Sullivan County                  Water Safety-Grafton County                  Survey Families                  Provider visits (4)                  Visit DO (2)                  NHEP Orientation (4)                  NH RR Network Meeting                  Provider Appreciation Event                  Compile data from Family Surveys to work on Improvement Plan                  Attend FRC Staff Meeting</p>	<p>June-2010                  Workshop: Credentialing-Sullivan County                  Workshop: Credentialing-Grafton County                  Provider visits (4)                  Database updates (client/provider)                  Visit DO (2)                  NHEP Orientation(5)                  NH RR Network Meeting                  Meet w/Director of FSC to work on Quality Plan (2)                  Attend FRC Staff Meeting</p>
<p>July-2010                  Mail Quarterly/Year End Report to CDB                  Mail Quarterly Newsletter                  Workshop: Child Care Billing                  Survey Employers                  Provider visits(4)                  Visit DO (2)                  NHEP Orientation (4)                  NH RR Network Meeting                  Meet with Licensing Specialist                  Attend Farmer's Market (table)                  Develop Final Copy of New Parent Survey                  Attend FRC Staff Meeting</p>	<p>August-2010                  CPR-Grafton County                  First Aid-Sullivan County                  Workshop: CCB-Lebanon                  3<sup>rd</sup> Annual Mini-Summer Institute Training                  Survey Families                  Provider visits (4)                  Visit DO (2)                  NHEP Orientation (4)                  Back to School Festival                  NH RR Network Meeting                  Meet w/Director of FSC to develop Quality Plan                  Attend FRC Staff Meeting</p>	<p>September-2010                  Zero to Three PCAN Training                  CPR-Sullivan County                  First Aid-Grafton County                  Scholastic Book Fair/Parent-Provider Social                  Workshop: Emergency Management                  Provider visits(4)                  Visit DO (2)                  NHEP Orientation (5)                  Update database information                  NH RR Network Meeting                  Submit Quality Plan to CDB                  Attend FRC Staff Meeting</p>
<p>October-2010                  Mail Quarterly Report to CDB                  Mail Quarterly Newsletter with Provider Updates included                  Walk for Children                  Annual R&amp;R Network Meeting                  Provider Visits (4)                  Visit DO (2)</p>	<p>November-2010                  CPR-Grafton County                  First Aid-Sullivan County                  Workshop: Taxes for CC Providers                  Workshop: Relieving Holiday Stress                  Survey Families</p>	<p>December-2010                  Training (SFI)                  CCB Workshop                  CPR-Sullivan County                  First Aid-Grafton County                  Visit DO(2)                  NHEP Orientations (5)                  NH R&amp;R Network Meeting</p>

Contractor's Initials *JL*  
 Date *9-30-09*

<p>NHEP Orientations (4) Business of Childcare Wkshp. Attend FRC Staff Meeting</p> <p><u>January-2011</u> Mail Quarterly Report to CDB Mail Quarterly Newsletter CCB Workshop Provider Visits (4) NHEP Orientations (4) Visit DO (2) NH R&amp;R Network Meeting First Aid-Grafton County CPR-Sullivan County Credentialing Workshop Attend FRC Staff Meeting</p>	<p>Visit DO(2) NHEP Orientations (4) Attend FRC Staff Meeting</p> <p><u>February-2011</u> PCAN Training Provider Training (TBA) Survey Families Provider Visits (4) Visit DO (2) NHEP Orientations (4) Meet the Licensor Workshop NH R&amp;R Network Meeting Update Database Attend FRC Staff Meeting</p>	<p>Meet with Licensing Specialist Attend FRC Staff Meeting</p> <p><u>March-2011</u> Attend NACCRRRA Symposium First Aid-Sullivan County CPR-Grafton County ELG Workshop Provider Visits (4) Visit DO (2) NHEP Orientations (5) Provider Training (TBA) NH R&amp;R Network Meeting Attend FRC Staff Meeting</p>
<p><u>April-2011</u> Mail Quarterly Report to CDB Mail Quarterly Newsletter with Provider Updates included CCB Workshop Provider Training Provider Visits (4) NHEP Orientations (4) Visit DO (2) NH R&amp;R Network Meeting Attend FRC Staff Meeting</p>	<p><u>May-2011</u> First Aid-Grafton County CPR-Sullivan County Water Safety-Sullivan County Water Safety-Grafton County Provider Training TBA Provider Visits (4) NHEP Orientation (4) Visit DO (2) NH R&amp;R Network Meeting Survey Families Attend FRC Staff Meeting</p>	<p><u>June-2011</u> Child Abuse Workshop/Both Counties First Aid-Sullivan County CPR-Grafton County Provider Visits (4) Visit DO (2) NHEP Orientations (5) NH R&amp;R Network Meeting Update Database Meet with Licensing Specialist Attend FRC Staff Meeting</p>

Contractor's Initials *JES*  
Date 9-30-09

Agency Name:

Compiled by:

Date:

Contract Period:

Note: NACCRRAware will be updated to allow for this data collection

Quarter 1 2 3 4 5 6

Vendor #:

Contract No. Section	Performance Measure	Goal					Goal Achieved		Total Goal	Total Achieved	Status			
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	1/1/10-6/30/10				1/1/10-6/30/10		
1	2.2.k.(1) The number of visits made to providers: center, licensed family, Licensed Exempt, and potential providers	5	8	10	6	8	8	15	13	30	32	45	45	Example w/ calculation
2	2.4.1.g.(1) The total number of families receiving referrals								0		0	0	0	
3	2.4.1.g.(2) The number of families receiving referrals with CCR&R assistance.								0		0	0	0	
4	2.4.1.g.(3) The number of FANF clients assisted by the CCR&R.								0		0	0	0	
5	2.4.3.a.(1) The percent of families successfully surveyed.								0		0	0	0	
6	2.4.3.a.(2) The percent of families surveyed who were successful in finding care.	50%	70%	80%	81%	83%	79%	80%	60%	80%	81%	80%	70%	Example w/ calculation
7	2.4.3.a.(3) The percent of FANF families who were surveyed who were successful in finding care and did not identify inability to find child care as a barrier to work activity participation.							80%	0%	80%	0	80%	0%	
8	2.4.3.a.(4) The percent of families on the wait list who were surveyed and were successful in finding care they can afford until they are released from the wait list.							50%	0%	50%	0	50%	0%	
9	2.4.3.a.(5) The percent of families who had all of their child care needs met by the care they chose.							60%	0%	60%	0	60%	0%	
10	2.5.1.e.(1) The number of new providers added to the database, including licensed and license exempt providers.								0		0	0	0	
11	2.5.1.e.(2) The number of new child care opportunities created by new and existing providers.								0		0	0	0	
12	2.5.1.e.(3) The number of providers who are recruited or expand their programs to meet the unmet needs of infant/toddler care, special needs care and non-traditional hours care.								0		0	0	0	
13	2.5.1.e.(4) The number of providers who are recruited or expand their programs to meet an unmet need as identified by the CCR&R.								0		0	0	0	
14	2.5.1.e.(5) The number of providers specifically recruited to meet the needs of families on the wait list.								0		0	0	0	

Contract No. Section	Performance Measure	1/1/10-6/30/10												Total Goal	Total Achieved	Status
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	1/1/10-6/30/10	1/1/10-6/30/10	SFY 2011	SFY 2011					
15	2.6.1.n.(1)	The number of Child Care Basics trainings offered.	3	4	2	5	3	3	6	7	12	13	18	20		
16	2.6.1.n.(2)	The number of attendees at Child Care Basics trainings.								0		0	0	0		
17	2.6.1.n.(3)	The number of other trainings offered.								0		0	0	0		
18	2.6.1.n.(4)	The number of attendees at other trainings offered by the CCR&R.								0		0	0	0		
19	2.6.2.c.(1)	The number of providers assisted in the licensing process.								0		0	0	0		
20	2.6.2.c.(2)	The number of new credentials awarded.								0		0	0	0		
21	2.6.2.c.(3)	The number of credentials renewed or awarded at a higher level.								0		0	0	0		

List trainings for current quarter only. Please list CC Basics or Beyond in bold.

1	Workshop Title	Date	Location (town)	Presenter	Credential	# Attended	Collaborators	Comments
2								(i.e. fee charged)
3								cancelled due to snow
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

Please list the date(s) that you offer these required trainings throughout the year.

Workshop Title	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6
Early Learning Guidelines						
Business of Child Care						
CC Billing and Payment						
Recognizing & Reporting Child Abuse & Neglect						
Strengthening Families PCAN						
Emergency Preparedness						
First Aid						
Infant/Child CPR						
Water Safety (advertise and assist w/sign-in)						

Contractor's Initials *[Signature]*  
Date 6-30-09

**Other Reporting Requirements**

Note: NACCRRARware will be updated to allow for this data collection

Contract Section	Reporting Requirement	Total						Notes	
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6		Archived
2.2.k.(1)a	# of visits made to the District Office(s) and the nature of those visits.							0	
2.2.k.(1)b	# of visits made to the NHEP office(s) and the nature of those visits							0	
2.2.k.(2)	# of NHEP Orientations attended and the number not attended along with the reason why the Orientation was not attended							0	
2.3.e.(1)a	# of providers whose information was fully updated							0	
2.3.e.(1)b	# of providers whose information was partially updated							0	
2.3.e.(2)	# of times information/data was provided to entities other than DHHS							0	
2.3.e.(3)	The date the quarterly newsletter was mailed	1/15/10						N/A	
2.4.h.(1)	# of families receiving referrals via the web							0	
2.4.h.(2)	# of new families served							0	
2.4.h.(3)	# of previous families seeking new information that were served							0	
2.4.h.(4)	# of families served through the DO							0	
2.42.e.(1)	# of families identified as being put on the wait list							0	
2.42.e.(2)	# of families on the wait list receiving referrals							0	
2.42.e.(3)	# of families released from the wait list receiving referrals							0	
2.42.e.(4)	# of providers assisted with the enrollment process							0	
2.42.e.(5)	# of contacts with a family from the time they go on the wait list until they are released from the wait list and enrolled with a provider							0	

Contract Reporting Requirement Total  
 Section Qtr 1 Qtr 2 Qtr 3 Qtr 4 Qtr 5 Qtr 6 Ach'vd Notes

Contract Section	Reporting Requirement	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Ach'vd	Notes
2.43.b.(1)	# of clients assisted by the CCR&R							0	
2.43.b.(2)	# of FNAF clients assisted by the CCR&R							0	
2.43.b.(3)	# of follow-up attempts made							0	
2.43.b.(4)	# of follow-up surveys completed							0	
2.43.b.(5)	# of families satisfied with the care they found							0	
2.43.b.(6)	# of families that chose not to use care							0	
2.43.b.(7)	# of families whose search was still in process							0	
2.43.b.(8)	# of families who were unable to locate care							0	
2.43.b.(9)	Any child care needs of the family that were not met by their child care choice or options							0	
2.43.b.(10)	Any unmet child care needs of families on the wait list.							0	
2.43.b.(11)	# of families who chose care from the referral list(s) they received from the CCR&R							0	
2.43.b.(12)	# of families who found the referrals they received helpful							0	
2.43.b.(13)	# of families who found the consumer education they received over the phone helpful							0	
2.43.b.(14)	# of families who found the written or posted consumer education they received or accessed helpful							0	
2.43.b.(15)	# of families who report they were able to identify indicators of quality in child care programs							0	
2.43.b.(16)	# of families who report that the CCR&R services were culturally competent							0	
2.5.f.(1)	# of child care providers closed permanently							0	
2.5.f.(2)	# of child care opportunities lost b provider closings							0	
2.5.f.(3)	# of net child care opportunities gained or lost							0	
2.61.o.(1-3)	See performance measure report								
2.62.d.(1)	# of times TA is provided in person							0	
2.62.d.(2)	# of times TA is provided by phone							0	
2.62.d.(3)	# of providers who became licensed							0	

Contractor's Initials *Jelly*  
 Date *10/30/09*

### CCR&R Quarterly Narrative Report

Agency Name:

Date:

Reported prepared by:

Quarter: 1 2 3 4 5 6

Vendor #:

Contract Period:

CDB Liason:

CCR&R Staff	Credential(s) held

Detailed Work Plan submitted (date):

Due 2/1/10

Approved:  Yes  No

Technology Policy submitted (date):

Due 2/1/10

Approved:  Yes  No

Outreach Plan submitted (date):

Due 3/31/10

Approved:  Yes  No

Publicity materials submitted: Please provide a list of materials revised & submitted this quarter.

Improvement Plan: Please describe any work done this quarter on the Improvement plan

Due date TBD

Date submitted:

Approved:  Yes  No

Quality Plan: Please describe any work done this quarter on the Quality plan

Due 9/30/09

Date submitted:

Approved:  Yes  No

Service Delivery Maintenance & Improvement Plan: Please describe any work done this quarter on the Improvement plan. Due date: 30 days after completion of survey

Date submitted:

Approved:  Yes  No

Plans for attending national conference or symposium: Please describe these plans as they are made and carried out.

Successes during this quarter: Please highlight those areas where you have had particular success in meeting contract goals or work activities.

Contractor's Initials

Date

*JEY*  
9-30-09

**Challenges during this quarter:** Please describe those areas where you have had challenges in meeting contract goals or completing work activities.

**Other:** Please highlight any activities, successes, challenges, etc., not captured elsewhere in the report.

**Questions for the CDB:** Please submit any questions you may have for the CDB regarding your work, CDB policy & procedure, and/or your contract.

**Goals:**

**Progress from the previous quarter:** Please assess the progress you've made in accomplishing the goals for the previous quarter.

**For the coming quarter:** If meeting with the Child Care Program Improvement Specialist this quarter, we will set these goals together. If not, please list 2-5 goals (depending on how much is involved in accomplishing them) that you will work on in the coming quarter.

**Comments from the CDB:** The Child Care Program Improvement Specialist will return comments to each CCR&R regarding their work during the previous quarter.

Contractor's Initials

Date

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9-30-09

Exhibit A Attachment E. – Claremont Required Reports

Documentation required	Submission Deadline
<p><b>Preliminary work plan</b> – This plan shall include a time line with clearly identified dates/year, which addresses all aspects of the requirements of this contract. This should include a training plan which details the number of trainings, locations (town) and target numbers of participants.</p>	<p>With Proposal</p>
<p><b>Detailed work plan</b> – This plan shall be a revised work-plan for the entire contract period, subject to approval by the Administrator of the CDB.</p>	<p>February 1, 2010</p>
<p><b>Technology Policy</b></p>	<p>February 1, 2010</p>
<p><b>Outreach plan</b> – This plan shall be made in order to make the CCR&amp;R services known to the widest possible audience of families, providers and community members (including agencies, policy makers, public officials, and businesses) within the catchment area, including services to limited English proficient families and providers and in consideration of a variety of diversity issues. The outreach plan should include determining which populations are underserved by CCR&amp;R and specifically targeting outreach to these populations.</p>	<p>March 31, 2010</p>
<p>All publicity that indicates office location, hours, availability to meet with families, phone #s, and email address.</p>	<p>As it is updated</p>
<p>Sign in sheet from NHCCR&amp;R Network Meetings</p>	<p>Monthly</p>
<p><b>Improvement Plan</b></p>	<p>TBD</p>
<p><b>Quality plan</b> - The Contractor shall complete the NACCRRRA Quality Assurance Scoring Sheet of Best Practices Criteria for Core Competencies, Parent Services, and Provider Services as a self-assessment and needs assessment. Documentation for items that the Contractor meets or partially meets should be kept on file at the office location for review at the request of the Child Care Program Improvement Specialist. For those items that are partially met or not met, the Contractor shall submit a plan for meeting those criteria along with what additional support (training, TA or additional resources), if any, that would be needed to meet those criteria. The Scoring Sheet and plan are to be submitted to the Child Care Program Improvement Specialist by September 30, 2010. Implementation of the plan shall be agreed upon by the Contractor and the CDB.</p>	<p>September 30, 2010</p>
<p><b>Service Delivery Maintenance and Improvement Plan</b> - Provide the CDB with a copy of the survey used described in the evaluation section of the contract, the results of the survey and a plan for service delivery maintenance or improvement.</p>	<p>Within 30 days of Survey Completion.</p>

Contractor's Initials *JEL*

Date 9-30-09

## EXHIBIT B

### METHOD, SCHEDULE, AND CONDITIONS PRECENT TO PAYMENT

Contract Agency: Claremont School District

Program Period: January 1, 2010 through June 30, 2011  
Or Date of Governor & Executive Council approval, whichever is later

1. This Contract is funded with funds from the Catalog of Federal Domestic Assistance, CFDA #93.575, Federal Agency Health and Human Services, Child Care and Development Block Grant, in the amount of \$97,879.18 and CFDA #93.713 made possible by the American Recovery and Reinvestment Act (ARRA) in the amount of \$27,520.82. Subject to the availability of Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Contract, the State agency agrees to purchase from the Contractor services in the amount not to exceed \$125,400.00 (one-hundred and twenty-five thousand and four hundred dollars) for services provided during the program period specified above.

2. Quarterly payments shall be made to the Contractor subject to the following conditions:

2.1 Payments shall be made on a quarterly cost reimbursement basis beginning April 15, 2010 for actual expenditures up to the total contract price incurred in the fulfillment of this agreement. The invoice, which shall be provided by DHHS after the approval of Governor & Executive Council, must be sent to:

Patrick McGowan, Contract Specialist  
Child Development Bureau  
Division for Children, Youth and Families  
Department of Health and Human Services  
129 Pleasant St., Concord, New Hampshire 03301

2.2 In lieu of hard copies, invoices may be assigned an electronic signature and be e-mailed to: patrick.mcgowan@dhhs.state.nh.us

2.3 Expenditures shall be in accordance with the approved line item budget shown in Exhibits B-1 and B-2. If applicable, this will include drawing down match funds consistently throughout the contract period. Any adjustment to a line item in excess of 10% of the original budget lines will require the prior written approval of the State. The Contractor must include a detailed explanation and revised line item budget figures.

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

2.5 A final payment request shall be submitted no later than sixty (60) days after the end of each fiscal year. Failure to submit the final invoice by that date may result in non-payment.

Contractor's Initials

Date

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9-30-09

Exhibit B-1 – Claremont Key Personnel Data -

**SFY2010 Contract (1/1/10 - 6/30/10)**

Name	Percentage of Time Spent on Project	Annual Salary	Billed to DCYF
Cathy Paradis	100%	\$21,400	\$21,400
Elise Lacasse	30%	\$13,500	\$4,050
Linda Davies	15%	\$22,950	\$0

**SFY2011 Contract (7/1/10 - 6/30/11)**

Name	Percentage of Time Spent on Project	Annual Salary	Billed to DCYF
Cathy Paradis	100%	\$42,800	\$42,800
Elise Lacasse	30%	\$27,000	\$8,100
Linda Davies	15%	\$45,900	\$0

Contractor's Initials JS  
 Date 09-30-09

Exhibit B-2 Budget Proposal

	SFY2010 Contract (1/1/10 - 6/30/10)		SFY2011 Contract (7/1/10 - 6/30/11)	
	DCYF Costs	Agency Match	DCYF Costs	Agency Match
<b>A. Salaries and Wages</b>				
Direct Support Staff	\$25450	\$3442.50	\$50900	\$6885
Indirect / Management Staff	\$1952.52	\$	\$3905.06	\$
<b>Total:</b>	<b>\$27402.52</b>	<b>\$3442.50</b>	<b>\$54805.06</b>	<b>\$6885</b>
<b>B. Benefits</b>				
Health and other related	\$5649.06	\$860	\$11298.12	\$1720
Other benefits	\$2121.42	\$288	\$4242.84	\$576
<b>Total:</b>	<b>\$7770.48</b>	<b>\$1148</b>	<b>\$15540.96</b>	<b>\$2296</b>
<b>C. Staff Training</b>	\$525	\$	\$1050	\$
D. Professional / Consultant Fees	\$1360	\$	\$2720	\$
E. Rental Costs	\$665	\$3388	\$1330	\$6776
F. Rental, Lease, or Purchase of Minor Equipment	\$100	\$	\$200	\$
G. Advertising	\$517	\$	\$1030	\$
H. Consumable Supplies	\$375	\$	\$750	\$
I. Food	\$400	\$	\$800	\$
J. Travel				
In-State Transportation	\$800	\$	\$1600	\$
Out of State Transportation	\$250	\$	\$500	\$
Lodging / Food	\$500	\$	\$1000	\$
<b>Total:</b>	<b>\$5492</b>	<b>\$3388</b>	<b>\$10980</b>	<b>\$6776</b>
<b>K. Utilities</b>				
Phone / Internet	\$700	\$	\$1400	\$
Heat/Fuel	\$	\$	\$	\$
Electricity	\$	\$	\$	\$
<b>Total:</b>	<b>\$700</b>	<b>\$</b>	<b>\$1400</b>	<b>\$</b>
<b>L. Other</b>				
Printing/ Postage /FAX	\$435	\$	\$870	\$
Other (Administrative costs)	\$	\$	\$	\$
<b>Total:</b>	<b>\$435</b>	<b>\$</b>	<b>\$870</b>	<b>\$</b>
<b>GRAND TOTAL:</b>	<b>\$41800</b>	<b>\$7978.50</b>	<b>\$83596.02</b>	<b>\$15957</b>
				<b>\$99553.02</b>

Contractor's Initials JLY  
 Date 9-30-09

Exhibit C  
American Recovery and Reinvestment Act Standard Terms

Notwithstanding any provision of this Agreement to the contrary, the following terms and conditions shall govern and take precedence over any conflicting provision in this Agreement.

1. The Contractor/Grantee shall obtain a DUNS number ([www.dnb.com](http://www.dnb.com)), and register with the Central Contractor Registry (CCR, [www.ccr.gov](http://www.ccr.gov)). The Contractor/Grantee shall require any subcontractor/subgrantee to obtain a DUNS number.

The Contractor/Grantee agrees to advertise any sub-contract/sub-grant opportunity arising from this contract/grant to be paid for with American Recovery and Reinvestment Act funds on the State of New Hampshire, Department of Administrative Services "Bidding Opportunities" web site, by completing a bid description form available at: [http://www.sunspot.admin.state.nh.us/statecontracting/Documents/bid\\_form.doc](http://www.sunspot.admin.state.nh.us/statecontracting/Documents/bid_form.doc) and submitting it to the Contracting Officer or Grant Manager who will submit the form to [purchweb@nh.gov](mailto:purchweb@nh.gov). The bid description form may also be obtained in person from the Office of Economic Stimulus at the State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301, by U.S. mail to 107 North Main Street, State House – Room 208 Concord, New Hampshire 03301. Requests can be made by phone, (603) 271-2121, or by email, [NHOES@nh.gov](mailto:NHOES@nh.gov).

2. The Contractor/Grantee, upon entering into any sub-contract/sub-grant to be paid for with American Recovery and Reinvestment Act funds received through this contract/grant for the purpose of carrying out this agreement, agrees to provide the Contracting Officer/Grant Manager and the Office of Economic Stimulus redacted PDF or paper copies of the executed sub-contracts/sub-grants. A copy may be submitted by e-mail to [NHOES@nh.gov](mailto:NHOES@nh.gov) or by U.S. Mail to 107 North Main Street, State House – Room 208 Concord, New Hampshire 03301 or by delivery to the Office of Economic Stimulus, State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301. The copies provided to the State shall have any proprietary or non-public information, the disclosure of which would constitute an invasion of privacy, redacted. All contracts/grants to individuals and those for amounts of less than \$25,000 shall be reported in the aggregate by written narrative in a manner that protects the privacy interests of any individual recipient. The written narrative shall include the purpose of the sub-contract(s)/grant(s), the aggregate amount of the sub-contract(s)/grant(s), and an estimate of the jobs created and the jobs retained by job type, if any, as a result of the sub-contract(s)/grant(s). All contracts/grants awarded using American Recovery and Reinvestment Act funds will be posted on the NH Recovery web site and may be posted on the federal Recovery.gov web site.

3. The Contractor/Grantee shall comply, and require any subcontractor/subgrantee to comply with all applicable statutes, laws, regulations, and orders of federal, state, county or

municipal authorities which shall impose any obligation or duty upon the Contractor/Grantee and subcontractor/subgrantee, including, but not limited to:

a. The Contractor/Grantee shall comply with, and shall require any subcontractor/subgrantee to comply with, applicable provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and applicable federal, rules, orders, regulations and guidelines issued pursuant thereto, as amended from time to time, including, but not limited to:

Section 1512 Reporting:

ARRA imposes transparency, oversight and accountability requirements, including, without limitation, the reporting requirements in the Jobs Accountability Act in Section 1512.

Definitions. As used in this Section 1512 reporting clause, the following terms have the meaning set forth below:

**Contract:** means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications, grants, and cooperative agreements.

**First-tier subcontract:** means a subcontract awarded directly by a prime contractor whose contract is funded by ARRA.

**Jobs created:** means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers contractor/grantee positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor/grantee. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

**Jobs retained:** means an estimate of those previously existing filled positions that are retained as a result of funding by ARRA. This definition covers contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the

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contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

All jobs created (FTEs) added to all jobs retained (FTEs) should equal the total jobs (FTEs) being paid for with the ARRA contract/grant funds received pursuant to this Agreement by the contractor/grantee. Stated otherwise, all jobs (FTEs) being paid for with funds provided by this agreement minus all jobs created (FTEs) should equal all jobs retained (FTEs). A job cannot be reported as both created and retained.

**Total compensation:** means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

The Contractor/Grantee shall provide the data needed for Section 1512 reporting monthly in the format defined by the Contracting Officer/Grant Manager. The report format may be changed over time if the federal government issues guidance or establishes requirements for a different format.

Section 1512, at a minimum, requires the following data from the Contractor/Grantee:

- (1) An evaluation of the completion status of the project or activity;
- (2) An estimate of the number of jobs created by the project or activity by job type;
- (3) An estimate of the number of jobs retained by the project or activity by job type;
- (4) Total hours of employees working on the project or activity (subtotal by jobs created and existing jobs);
- (5) Total wages for employees working on the project or activity (subtotal by jobs created and existing jobs);
- (6) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with






(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the state;

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar month;

(4) Program or project title, if any;

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure;

(6) An assessment of the contractor's/grantee's progress towards the completion of the overall purpose and expected outcomes or results of the contract/grant (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract/grant (or portion thereof) funded by the Recovery Act;

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar month and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide;

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created by job type and a separate estimate of the number of jobs retained by job type, by the contractor/grantee and separately by any subcontractor(s)/subgrantee(s), in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded. This requirement applies only if:

(i) In the Contractor's/Grantee's preceding fiscal year, the Contractor/Grantee received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

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(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts/subgrants valued at less than \$25,000 or any subcontracts/subgrants awarded to an individual, or subcontracts/subgrants awarded to a subcontractor/subgrantee that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts/subgrants awarded in the month and their aggregate total dollar amount.

(10) For any first-tier subcontract/subgrant funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor/subgrantee to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the monthly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor/subgrantee receiving the award and for the subcontractor's/subgrantee's parent company, if the subcontractor/subgrantee has a parent company;

(ii) Name of the subcontractor/subgrantee;

(iii) Amount of the subcontract/subgrant award;

(iv) Date of the subcontract/subgrant award;

(v) The applicable North American Industry Classification System (NAICS) code;

(vi) Funding agency;

(vii) A description of the products or services (including construction) being provided under the subcontract/subgrant, including the overall purpose and expected outcomes or results of the subcontract/subgrant;

(viii) Subcontract/subgrant number (the contract number assigned by the prime contractor);

(ix) Subcontractor's/subgrantee's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;

(x) Subcontract/subgrant primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;

(xi) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded. This requirement applies only if;

(A) In the subcontractor's/subgrantee's preceding fiscal year, the subcontractor/subgrantee received:

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

(11) The contractor/grantee shall require the subcontractor/sub-grantee to register with the federal government Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov).

Inspection:

The Contractor/Grantee agrees that the Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of the State of New Hampshire shall have access to and the right to:



6. The Contractor/Grantee agrees to comply with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance, and all State and federal anti-discrimination statutes including but not limited to: Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; the Age Discrimination Act of 1975 as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; Executive Order 11246; any other nondiscrimination provisions in ARRA, and any program-specific statutes with anti-discrimination requirements; as well as generally applicable civil rights laws including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*; the Americans With Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.*, relating to employment rights and preventing employment discrimination; the Equal Educational Opportunities Act, 20 U.S.C. § 1703, prohibiting denial of an equal educational opportunity to an individual on account of his or her race, color, sex, or national origin; the Age Discrimination in Employment Act, 29 U.S.C. § 634, prohibiting age discrimination against persons 40 years of age or older; the Uniform Relocation Act, 42 U.S.C.A. § 4601 *et seq.*, establishing uniform policies to compensate people displaced from their homes or businesses by state and local government programs; and New Hampshire Revised Statutes Annotated Chapter 354-A, prohibiting certain discrimination in employment, in places of public accommodation and in housing accommodations.

7. The Contractor/Grantee agrees to comply with 40 U.S.C. §§ 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. §§ 51-58, Anti-Kickback Act of 1986; 41 U.S.C. § 265 and 10 U.S.C. § 2409 relating to whistleblower protections; the Hatch Act, 5 U.S.C. §§1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds; and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§401 *et seq.*), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

8. The Contractor/Grantee agrees to comply with 31 U.S.C. § 1352, relating to limitations on the use of appropriated funds to influence certain Federal contracts and New Hampshire Revised Statute Annotated 15:5 which prohibits to use of funds appropriated or granted by the State for lobbying or electioneering.

Contractor's Initials JL

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Limitations on the use of federal Grant or Contract Funds for Lobbying:

a. The law prohibits Federal funds from being expended by the recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement is also covered.

b. Federal-aid contractors, consultants, and grant recipients as well as lower tier subcontractors, subconsultants, and grant sub-recipients are also subject to the lobbying prohibition.

c. To assure compliance, for any contract or grant, including any sub-contract or grant exceeding \$100,000 the contractor/grantee and sub-contractor/sub-grantee must submit and update as required a "Disclosure of Lobbying Activities" form, (OMB Standard Form LLL), available at <http://www.nh.gov/recovery/library/index.htm>.

1. During the grant or contract period, contractors/grantees and sub-contractors/sub-grantees must file disclosure form (Standard Form LLL) at the end of each calendar year in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form.

2. Lower tier certifications should be maintained by the next tier above (i.e. prime contractors/grantees will keep the subcontractors/subgrantee's certification on file, etc. )

3. Standard Form LLL will be provided during contract execution for utilization during the required contract period.

Funds appropriated under the ARRA can, under certain circumstances, be used for grants to nonprofit organizations. However, grants cannot be awarded to a nonprofit organization classified by the Internal Revenue Service as a 501(c)(4) organization unless that organization certifies that it will not engage in lobbying activities, even with their own funds (see Section 18 of the Lobbying Disclosure Act, 2 U.S.C.A § 1611).

9. The Contractor/Grantee agrees to comply with The National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et. seq.*); and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes.

10. The Contractor/Grantee, and any subcontractor/subgrantee, shall immediately refer to an appropriate inspector general within the U.S. Department of Health and Human Services Office of the Inspector General, and to the Public Integrity Unit of the New Hampshire Attorney General's Office (603) 271-3671, any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or subgrantee, or other person has submitted a

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false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

The Contractor/Grantee, and any subcontractor/subgrantee agree to maintain at each worksite and location of work funded by this Agreement a poster describing how to report fraud, waste, or abuse of ARRA funds. A model poster for this purpose, which also incorporates the whistleblower notice requirements, is available at <http://www.nh.gov/recovery/>.

11 Any funding provided to the Contractor/Grantee pursuant to the Recovery Act that is supplemental to an existing grant is one-time funding.

12. The Recovery Act funds are not eligible for costs incurred prior to the date of obligation.

13. The Contractor/Grantee agrees that in compliance with ARRA section 1604 none of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

14. The Contractor/Grantee agrees to establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

To maximize the transparency and accountability of funds authorized under ARRA as required by Congress and in accordance with 2 CFR 215, subpart \_\_\_. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, the Contractor/Grantee agree to maintain records that identify adequately the source and application of Recovery Act funds.

For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-

Contractor's Initials JG  
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EXHIBIT C TO P-37 (ARRA PROVISIONS)

awards of incremental Recovery Act funds from regular sub-awards under the existing program.

Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General, the Government Accountability Office, and the State of New Hampshire.

Where applicable, Recipients will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

15. Debarment. The Contractor/Grantee by signing this Agreement certifies that the Contractor/Grantee, including all principals, is not currently under debarment or suspension and has not been under debarment or suspension within the past three years, as required by 49 CFR 29.510. The Contractor/Grantee agrees to notify the Contracting Officer/Grant Manager within 30 days of being debarred or suspended from federal government contracts.

16. The Contractor/Grantee certifies by entering into this contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this Agreement.

17. The Contractor/Grantee agrees to comply with the prohibitions on the giving of gifts to public officials established by RSA chapter 15-B.

18. The Contractor/Grantee agrees to post any job openings resulting from this contract/grant on the Department of Employment Security NHWorks Job Match System, available at <https://nhworksjobmatch.nhes.nh.gov/>.

19. The Contractor/Grantee shall cause the provisions of this Exhibit C of the General Provisions to be inserted in all subcontracts for any work or project activities covered by this Agreement so that the provisions will be binding on each subcontractor or subgrantee. The Contractor/Grantee shall take such action with respect to any subcontract as the State, or, the United States, may direct as a means of enforcing such provisions, including without limitation, sanctions for noncompliance.

Contractor's Initials JEL  
Date 9-30-09

**TERMS APPLYING ONLY TO SPECIFIC CONTRACTS/GRANTS**

*The following Use It or Lose It – Report It or Lose It provision should be used where the State has authority to withdraw funds if the contractor/grantee fails to perform on time or fails to file required reports. Where the State is obligated by federal or State law to provide the funds being awarded or granted, omit this provision. Contracting Officers may exercise discretion and omit the provision where the nature of the goods or services being acquired and the nature of the contractor/grantee makes the provision inappropriate or unnecessary. Questions regarding use or omission of the provision should be discussed with the Assistant Attorney General Assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department.*

Use It or Lose It and Report It or Lose It Requirement. This contract/grant is being funded by funds received by the State of New Hampshire pursuant to ARRA. Federal law provides in part that in using funds made available under ARRA for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Federal guidance also directs that all ARRA funds be put to work in the community promptly. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. ARRA imposes enhanced levels of accountability and transparency.

Therefore, prompt and accountable performance of this contract/grant is OF THE ESSENCE. Thus, for all obligations of the contractor/grantee, time is of the essence. In addition to the clauses set forth in the standard form P-37, the State reserves the right to terminate this contract/grant and to award a new contract/grant to a new contractor/grantee for any unearned portion of the contract price if the contractor/grantee fails to perform according to the timeline promised, fails to comply with accountability requirements in this Agreement and ARRA, or fails to file monthly reports on time.

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EXHIBIT C TO P-37 (ARRA) PROVISIONS)

*The following Buy American contract term shall be included in any contract or grant where the ARRA funds being awarded by contract or grant that will or may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work. Contracting Officers and Grant Managers must determine if the project/grant is subject to any other federal "Buy American" or "Buy America" laws. The Contract Manager or Grant Manager shall substitute the federally-mandated contract term for this term where the federal agency providing ARRA funds has provided specific language regarding that federal program's "Buy America" or "Buy American" requirements. To the extent the responsible federal Secretary has waived the application of "Buy American" or "Buy America" requirements for specified iron, steel, or manufactured goods, a list of pertinent waived items should be incorporated into the contract. Consult with the Assistant Attorney General assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department for assistance if needed.*

Buy American:

The Contractor/Grantee agrees to comply with the Buy American requirements in Section 1605 of ARRA. Unless this requirement has been waived by a competent federal authority pursuant to 2 CFR 176.140, none of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. When using funds appropriated under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), the definition of "domestic manufactured construction material" requires manufacture in the United States but does not include a requirement with regard to the origin of the components. Production in the United States of the iron or steel used as construction material requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured construction material. There is no requirement with regard to the origin of components or subcomponents in other manufactured construction material, as long as the manufacture of the construction material occurs in the United States.

As used in this "Buy American" term and condition:

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

A federal law, commonly known as the "Buy American Act," 41 U.S.C.A. § 10A-10D, exists as a separate and additional legal limitation on the use of ARRA federal funds. The Contractor/Grantee agrees to use only domestic unmanufactured construction material, as required by the Buy American Act.

The Contractor/Grantee acknowledges to and for the benefit of the State of New Hampshire that it understands the goods and services under this Agreement are being funded with monies made available by ARRA and such law contains provisions commonly known as "Buy American;" that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor/Grantee hereby represents and warrants to and for the benefit of the State that (a) the Contractor/Grantee has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project funded by this agreement will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements has been approved by federal authorities, and (c) the Contractor/Grantee will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the State. Notwithstanding any other provision of the Agreement, any failure to comply with this paragraph by the Contractor/Grantee shall permit the State to recover as damages against the Contractor/Grantee any loss, expense or cost (including without limitation attorney's fees) incurred by the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State).

The Contractor (or the Grantee with any contract issued pursuant to the grant agrees to require a certification from the Contractor) agrees to certify compliance with a certification in the following form:

Contractor's Initials JG  
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1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the bid solicitation and the provisions of ARRA Section 1605, the Contractor certifies that the bid on which this contract is based reflects the Contractor's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Contractor certifies that all components contained in the bid solicitation that are American-made have been so identified, and the Contractor agrees that it will provide reasonable, sufficient, and timely verification to the State of the U.S. production of each component so identified.

JG

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*The following Prevailing Wage Provision is applicable to wages for labors and mechanics for any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from ARRA funds. Section 1606 of ARRA in effect applies the Davis-Bacon prevailing wage law and related federal laws to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA. If there is any uncertainty regarding the applicability of this term, the Contracting Officer or Grant Manager shall consult with the Assistant Attorney General assigned to his/her department.*

*This law and the guidance on its implementation issued by OMB contemplate that the government agency will identify the pertinent wage determinations made by the federal department of labor and incorporate them into the contract. Determinations are county specific, and job specific. It may be necessary to obtain wage determinations if one has not been published for jobs to be created by the contract. For further information see: <http://www.gpo.gov/davisbacon/referencemat.html>*

Prevailing Wage Requirements:

The Contractor/Grantee agrees to comply with the Wage Rate Requirements in Section 1606 of ARRA. In accordance with 2 C.F.R. §176.190, the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a) is set forth below:

29 CFR §5.5(a):

**§ 5.5 Contract provisions and related matters.**

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a

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week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where the poster and wage determination can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract, shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The NH Department of Health and Human Services shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other State contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor,

sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NH Department of Health and Human Services if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the NH Department of Health and Human Services. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the NH Department of Health and Human Services if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the NH Department of Health and Human Services, the contractor, or the Wage and Hour Division of the

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Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code or New Hampshire Revised Statutes Annotated Chapter 641.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State of New Hampshire or the federal Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the government agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified

in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (*write in the name of the government agency*) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference into this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the federal Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and New Hampshire RSA Chapter 641.

(b) Contract Work Hours and Safety Standards Act. For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States and the State of New Hampshire, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The NH Department of Health and Human Services shall upon its own action or upon written request of an authorized representative of the federal Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held

by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the State of New Hampshire and the federal Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Contractor's Initials JEL  
Date 9-30-09

EXHIBIT C TO P-37 (A) PROVISIONS)

*The following term shall be included only for contracts involving the construction, reconstruction, alternation, remodeling, installation, demolition, maintenance, or repair of any public work or building with a total project cost of \$100,000 or more. It is required by RSA 277:5-a for such projects paid for in whole or in part by State funds and is a required contract term where only state managed federal funds will pay for the project.*

The Contractor/Grantee agrees to have an Occupational Safety and Health Administration (OSHA) 10-hour construction safety program for their on-site employees that complies with the requirements set forth in RSA 277:5-a.

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EXHIBIT C-1  
SPECIAL PROVISIONS

**1. Providers Obligations:** The Provider covenants and agrees that all funds received by the Provider under the Agreement shall be used only as payment to the Provider for services provided to eligible individuals and in the furtherance of the aforesaid covenants the Provider 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: (Social Service Block Grant).

**4. Documentation:** In addition to the determination forms required by the Department, the Provider 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 Provider shall furnish the Department with all forms and documentation regarding eligibility determinations which 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 reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

**6. Conditions of Purchase and Payment to Contractor:**

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

**7. Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Agreement, 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 Providers Costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such Service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Agreement or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such Costs, or has received payment in excess of such Costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

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

**7.2** Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of Costs:

**7.3** Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Provider is permitted to determine the eligibility of individuals for Services, the Provider agrees to reimburse the Department for all funds paid by the Department to the Provider 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. (Social Services Block Grant).

**Records: Maintenance, Retention, Audit, Disclosure  
and Confidentiality:**

**8. Maintenance of Records:** In addition to the eligibility records specified above, the Provider covenants and agrees to maintain the following records during the Program Period:

Contractor's Initials

Date

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9/30/09

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

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

**8.3 Medical Records:** Where appropriate and as prescribed by the Department regulations, the Provider shall retain medical records on each patient/recipient of Services. (Social Services Block Grant).

**9. Audit and Review:** During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts.

**10. Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken or which have been disallowed because of such an exception.

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

**12. Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the Services and the Agreement shall be confidential and shall not be disclosed by the Provider, 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 Agreement; 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 Agreement for any reason whatsoever.

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

**13.1 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.

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

**14. Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of Units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate; provided however,

Contractor's Initials

Date 9/30/09

that if, upon review of the Final Expense Report the Department shall disallow 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.

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

**15.1** The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Human Services of the Department of Health and Human Services with funds provided in part by the United States Department of Health and Human Services.

**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 provider 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 Agreement 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.

### SPECIAL PROVISIONS - DEFINITIONS

As used in the Agreement, 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.

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

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

**UNIT:** For each Service which 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 Agreement.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Agreement, 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.

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

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

Contractor's Initials

Date

JEL

9/30/09

**Exhibit C-2**  
**Additional Special Provisions**

**1) Gratuities or Kickbacks**

The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement 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.

**2) Retroactive Payments-Individual Services**

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement 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.

**3) Retroactive Payments-Contractor Services**

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

**4) Audit Requirement**

On or before the date set forth in Section 1.7 of these General Provisions, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

**5) Credits**

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division for Children, Youth and Families), with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**6) Debarment, Suspension and Other Responsibility Matters**

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

**7) Option for Renewal**

The Division for Youth, Children and Families reserves the right to renew this contract for up to an additional four years, subject to the continued availability of funds, satisfactory performance of services and approval of Governor and Executive Council.

Contractor's Initials

Date

*JES*  
9-30-09



STANDARD EXHIBIT D

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Contractor's Initials *JES*  
Date 9-30-09

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS, cont'd

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

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

Claremont School District  
Contractor Name

From: 1/01/10 To: 06/30/11  
Period Covered by this Certification

Jacqueline E. Guillette - Supt. of Schools - SAU #6  
Name and Title of Authorized Contractor Representative

Jacqueline E. Guillette  
Contractor Representative Signature Date

<sup>JEG</sup>  
9-30-09

Contractor's Initials JEG  
Date 9-30-09

STANDARD EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

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

Programs (indicate applicable program covered):

- Transitional Aid to Needy Families under Title IV-A
Child Support Enforcement Program under Title IV-D
Job Opportunities and Basic Skills (JOBS) Program under Title IV-F
Medicaid Program under Title XIX
Social Services Block Grant Program under Title XX
The Food Stamp Program under Title VII

Contract Period: 1/01/10 through 06/30/11

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

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

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

Jacqueline E. Guillette, Supt. of Schools, SAU #6
Contractor Signature Contractor's Representative Title

Jacqueline E Guillette, 9-30-09
Contractor Name Date

Contractor's Initials JEG
Date 9-30-09

STANDARD EXHIBIT F

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

Contractor's Initials JCY

Date 9-30-09

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor's Initials

Date

*JEL*  
9-30-09

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions  
(To Be Supplied to Lower Tier Participants)**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

*Jacqueline E. Guillette*  
Contractor Signature

*Supr of Schools, SAU #6*  
Contractor's Representative Title

*Jacqueline E. Guillette*  
Contractor Name

*9-30-09*  
Date

Contractor's Initials *JEG*  
Date *9-30-09*



STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Jacqueline E. Guillette  
Contractor Signature

Supr. of Schools, SAU #6  
Contractor's Representative Title

Jacqueline E. Guillette  
Contractor Name

9-30-09  
Date

Contractor's Initials JEG  
Date 9-30-09

NH Department of Health and Human Services

STANDARD EXHIBIT I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions**

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

JCS  
9-30-09

(2)

**Use and Disclosure of Protected Health Information**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3)

**Obligations and Activities of Business Associate**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

*JEL*  
*09-30-09*

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long

*JL*  
9-30-09

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

**(4) Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

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

**(6) Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

*JEL*  
9-30-09

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

*JES*  
9-30-09

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

Division for Children, Youth and Families

State of New Hampshire Agency Name

Signature of Authorized Representative

Maggie Bishop

Authorized DHHS Representative Name

Director

Authorized DHHS Representative Title

Date

Charmont School District

Contractor Name

Jacqueline E. Guillette

Contractor Representative  
Signature

Jacqueline E. Guillette

Authorized Contractor  
Representative Name

Suppt. of Schools, SA#6

Authorized Contractor  
Representative Title

9-30-09

Date

JEG  
9-30-09

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

I, Mary E. Woodman, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Claremont School District  
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of  
the Corporation duly held on April 6, 2005:  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its  
Department of Health and Human Services, for the provision of Child Care Resource and Referral services.

**RESOLVED:** That the Jacqueline E. Guillette, Superintendent  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 30 day of September 20 09  
(Date Contract Signed)

4. Jacqueline E. Guillette is the duly elected Superintendent  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Mary E. Woodman  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 30th day of September 20 09.

By Mary E. Woodman  
(Name of Clerk of the Corporation)

April M. King-Woodman  
Notary Public  
State of New Hampshire  
My Commission Expires  
April 6, 2010

April M. King-Woodman  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 4/6/2010

# CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b> Claremont School District <b>Member Number:</b> 353-070106 - 09	<b>Company Affording Coverage (the "Company"):</b>  Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617
---	---

Coverage (Occurrence basis only)	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)												
<input checked="" type="checkbox"/> <b>General Liability</b> (Member Agreement Section III.A)	7/1/2008	6/30/2009	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$</td></tr> <tr><td>Personal &amp; Adv Injury</td><td style="text-align: right;">\$</td></tr> <tr><td>Med Exp (each occurrence) (Member Agreement, Section IV)</td><td style="text-align: right;">\$10,000</td></tr> <tr><td>Products - Comp/Op Agg</td><td style="text-align: right;">\$</td></tr> <tr><td>Fire Damage (each fire)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$ 5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Med Exp (each occurrence) (Member Agreement, Section IV)	\$10,000	Products - Comp/Op Agg	\$	Fire Damage (each fire)	\$
Each Occurrence	\$ 5,000,000														
General Aggregate	\$														
Personal & Adv Injury	\$														
Med Exp (each occurrence) (Member Agreement, Section IV)	\$10,000														
Products - Comp/Op Agg	\$														
Fire Damage (each fire)	\$														
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2008	6/30/2009	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>Bodily Injury (per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>Bodily Injury (per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>Property Damage (per accident)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$ 5,000,000	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$				
Each Occurrence	\$ 5,000,000														
Bodily Injury (per person)	\$														
Bodily Injury (per accident)	\$														
Property Damage (per accident)	\$														
<input type="checkbox"/> <b>Excess Liability</b>			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$ N/A</td></tr> </table>	Each Occurrence	\$ N/A	Aggregate	\$ N/A								
Each Occurrence	\$ N/A														
Aggregate	\$ N/A														
<input checked="" type="checkbox"/> <b>Property (All Risk including Theft)</b> (Member Agreement Section I) Deductible: \$1,000.	7/1/2008	6/30/2009	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td></td><td style="text-align: right;">\$ Per scheduled limits and Member Agreement</td></tr> </table>		\$ Per scheduled limits and Member Agreement										
	\$ Per scheduled limits and Member Agreement														
<input checked="" type="checkbox"/> <b>Workers Compensation (Coverage A)</b> <b>Employers' Liability (Coverage B)</b>	7/1/2008	6/30/2009	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Coverage A:</td><td style="text-align: right;">Statutory</td></tr> <tr><td>Cov. B: Each Accident</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>Disease - Each Employee</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	Coverage A:	Statutory	Cov. B: Each Accident	\$ 1,000,000	Disease - Each Employee	\$ 1,000,000	Disease - Policy Limit	\$ 1,000,000				
Coverage A:	Statutory														
Cov. B: Each Accident	\$ 1,000,000														
Disease - Each Employee	\$ 1,000,000														
Disease - Policy Limit	\$ 1,000,000														

**Description:** Proof of Coverage

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

**Additional Covered Party**      **Loss Payee, as his, her or its interests appear**

*Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.\**

<b>Certificate Holder:</b> City of Claremont  58 Opera House Square  Claremont NH 03743	<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative Date issued: <u>10/2/2008</u>	<b>Please direct inquiries to:</b>  Debra A. Lewis 603.224.7447 x305
---	---	---

\*Terms in quotes are defined in the Member Agreement.

# CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b> Claremont School District <b>Member Number:</b> 353-070108 - 10	<b>Company Affording Coverage (the "Company"):</b> Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617
---	---

Coverage	Effective Date	Expiration Date	Limits	Amount
<input checked="" type="checkbox"/> <b>General Liability</b> (Member Agreement Section III.A)	7/1/2009	6/30/2010	Each Occurrence	\$ 5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (each occurrence) (Member Agreement, Section IV)	\$10,000
			Products - Comp/Op Agg	\$
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2009	6/30/2010	Each Occurrence	\$ 5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Fire Damage (each fire)	\$
<input type="checkbox"/> <b>Excess Liability</b>			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> <b>Property (All Risk including Theft)</b> (Member Agreement Section I) Deductible: \$1,000.	7/1/2009	6/30/2010		\$ Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> <b>Workers Compensation (Coverage A)</b> <b>Employers' Liability (Coverage B)</b>	7/1/2009	6/30/2010	Coverage A:	Statutory
			Cov. B: Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000

**Description:** Proof of Coverage

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation of liability of any kind upon the Company.

**Additional Covered Party**      **Loss Payee, as his, her or its interests appear**

*Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*

<b>Certificate Holder:</b> State of New Hampshire Department of Health & Human Services Department of Health & Human Services 29 Hazan Drive Concord NH 03301	<b>Companies</b> <i>Debra A. Lewis</i> <b>By:</b> _____ Authorized Representative <b>Date Issued:</b> 6/10/2009	<b>Please direct inquiries to:</b> Debra A. Lewis 603.224.7447 x305
---	---	---

\*Terms in quotes are defined in the Member Agreement.

**Claremont School District  
Claremont, New Hampshire**

**“Claremont...Committed to Excellence”**

# OUR MISSION

The mission of the Claremont School District, as the organization responsible for educating students, in a joint effort with the community, is to make certain that all learners:

- Reach their maximum intellectual and creative potential
- Develop a zest for life-long learning
- Learn to respect themselves and others

*~and~*

- Acquire the skills and attitudes which empower them to be good citizens and productive members of society

**CLAREMONT SCHOOL DISTRICT**

**ANNUAL FINANCIAL REPORT**

**AS OF AND FOR THE FISCAL YEAR ENDED  
JUNE 30, 2008**

**CLAREMONT SCHOOL DISTRICT**  
**ANNUAL FINANCIAL REPORT**  
**AS OF AND FOR THE FISCAL YEAR ENDED**  
**JUNE 30, 2008**

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CLAREMONT SCHOOL DISTRICT )  
ANNUAL FINANCIAL REPORT  
AS OF AND FOR THE FISCAL YEAR ENDED  
JUNE 30, 2008

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# PLODZIK & SANDERSON

Professional Association/Accountants & Auditors

193 North Main Street • Concord • New Hampshire • 03301-5063 • 603-225-6996 • FAX-224-1380

## INDEPENDENT AUDITOR'S REPORT

To the Members of the School Board  
Claremont School District  
Claremont, New Hampshire

We have audited the accompanying financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Claremont School District as of and for the year ended June 30, 2008, which collectively comprise the School District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Claremont School District's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund and the aggregate remaining fund information of the School District as of June 30, 2008, and the respective changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued a report dated May 5, 2009 on our consideration of the School District's internal control over financial reporting and our tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

The management's discussion and analysis and budgetary comparison information are not a required part of the basic financial statements, but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Claremont School District's basic financial statements. The combining and individual fund schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements of the Claremont School District. The combining and individual fund schedules and the schedule of expenditures of federal awards have been subjected to the auditing procedures applied in the audit of the basic financial statements, and in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

*Margaret A. Colby, CPA*

May 5, 2009

PLODZIK & SANDERSON  
Professional Association

**Claremont School District**  
**Management's Discussion and Analysis**  
**For the Year Ended June 30, 2008**

## OVERVIEW

As administrators of the Claremont School District, we offer readers of the Claremont School District's financial statements this narrative overview and analysis of the Claremont School District for the fiscal year ended June 30, 2008. We are committed to assuring that the funds provided by the taxpayers are used to provide a sound education to each student enrolled in the Claremont School District. We encourage readers to consider the information presented here in conjunction with the additional information presented within the body of the audited financial report.

### **Overview of the Financial Statements**

This discussion and analysis are intended to serve as an introduction to the Claremont School District's basic financial statements. The Claremont School District's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements:** The *government-wide financial statements* are designed to provide readers with a broad overview of the Claremont School District's finances, in a manner similar to a private-sector business.

The *statement of net assets* presents information on all of the Claremont School District's assets and liabilities, with the difference between the two reported as *net assets*. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the Claremont School District is improving or deteriorating.

The *statement of activities* presents information showing how the government's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements can be found on pages 12-13 of this report.

**Fund financial statements:** A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Claremont School District, like other governmental units, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Claremont School District are divided into two categories: governmental funds and fiduciary funds.

**Governmental funds.** *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The Claremont School District maintains nine individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general, grants, and expendable trust funds, which are considered to be major funds. Data from the other six governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* elsewhere in this report.

The Claremont School District adopts an annual appropriated budget for two of its major funds, the general and grants funds. A budgetary comparison statement has been provided for each of these funds to demonstrate compliance with the budget.

The basic governmental fund financial statements can be found on pages 14-17 of this report.

**Fiduciary funds.** Fiduciary funds are used to account for resources held for the benefit of parties outside the school district. Fiduciary funds are *not* reflected in the government-wide financial statement because the resources of those funds are *not* available to support the Claremont School District's own programs. The accounting used for fiduciary funds is much like that used for private enterprises.

The basic fiduciary fund financial statements can be found on pages 18-19 of this report.

**Notes to the financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 20-30 of this report.

**Other information.** In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* consisting of the budgetary comparison schedules for the major funds. Required supplementary information can be found on pages 31-34 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 35-40 of this report.

### **Government-wide Financial Analysis**

Net assets may serve over time as a useful indicator of a government's financial position. For the Claremont School District, assets exceeded liabilities by \$11,583,635 as of June 30, 2008.

The largest portion of the assets (84%) reflects its investment in capital assets (e.g. land, buildings, machinery, equipment, and vehicles). The School District uses these assets to provide its services, and therefore, these assets are not available for future spending.

The following tables provide summaries of the School District's net assets and activities:

Table 1

	<b>Total Governmental Activities</b>		<b>% Change 2007-08</b>
	<b>2007</b>	<b>2008</b>	
	<i>(Amounts in thousands)</i>		
Current and other assets	\$1,266.0	\$2,803.0	121.4%
Capital assets, net	\$12,382.4	\$12,408.3	0.2%
<b>Total assets</b>	<b>\$13,648.4</b>	<b>\$15,211.3</b>	11.5%
Long-term liabilities	\$3,298.5	\$2,637.3	-20.0%
Other liabilities	\$627.6	\$990.4	57.8%
<b>Total liabilities</b>	<b>\$3,926.1</b>	<b>\$3,627.7</b>	-7.6%
Net assets	\$9,722.3	\$11,583.6	19.1%
Invested in capital assets, net of related debt	\$9,200.3	\$9,698.9	5.4%
Restricted	\$287.9	\$372.1	29.2%
Unrestricted	\$234.1	\$1,512.6	546.1%
<b>Total net assets</b>	<b>\$9,722.3</b>	<b>\$11,583.6</b>	19.1%

Table 2 Statement of Activities

	2007	2008	Amount of Change	Change in %
<b>Revenues:</b>				
Program Revenues:				
Charges for Services	\$1,717,192	\$1,582,623	-\$134,569	-7.84%
Operating Grants	\$3,978,417	\$3,897,431	-\$80,986	-2.04%
Capital Grants	\$107,608	\$117,689	\$10,081	9.37%
General Revenues:				
School District Assessment	\$10,464,557	\$10,754,372	\$289,815	2.77%
Unrestricted Grants	\$11,169,117	\$12,658,340	\$1,489,223	13.33%
Miscellaneous	\$476,179	\$529,600	\$53,421	11.22%
<b>Total Revenues</b>	<b>\$27,913,070</b>	<b>\$29,540,055</b>	<b>\$1,626,985</b>	<b>5.83%</b>
<b>Program Expenses:</b>				
Instruction	\$20,032,311	\$18,776,758	-\$1,255,553	-6.27%
Support Services:				
Student	\$1,395,496	\$1,553,749	\$158,253	45.46%
Instructional Staff	\$348,110	\$638,554	\$290,444	217.89%
General Administration	\$133,301	\$245,447	\$112,146	11.62%
Executive Administration	\$965,334	\$1,138,316	\$172,982	12.46%
School Administration	\$1,387,990	\$1,396,985	\$8,995	0.41%
Operations & Maintenance	\$2,176,758	\$2,414,860	\$238,102	45.53%
Student Transportation	\$522,948	\$638,094	\$115,146	75.91%
Other	\$151,686	\$297,657	\$145,971	25.31%
Non-Instructional Services	\$576,752	\$574,669	-\$2,083	-1.18%
Interest on long-term debt	\$177,267	\$160,185	-\$17,082	-9.64%
<b>Total Governmental Activities</b>	<b>\$27,867,953</b>	<b>\$27,835,274</b>	<b>-\$32,679</b>	<b>-0.12%</b>
<b>Change in net assets</b>	<b>\$45,117</b>	<b>\$1,704,781</b>	<b>\$1,659,664</b>	<b>3678.58%</b>
Beginning net assets	\$9,833,737	\$9,878,854	\$45,117	0.46%
<b>Ending net assets</b>	<b>\$9,878,854</b>	<b>\$11,583,635</b>	<b>\$1,704,781</b>	<b>17.26%</b>

The School District's combined net assets increased by 17.26% to \$11,583,635. This increase in the financial position came primarily through increased charges for services plus an increase in the School District Assessment. There were no new debt obligations issued by the District during the 2007-08 fiscal year.

The following table outlines the School District's position regarding its long term debt for the fiscal year ending June 30, 2008

REPORT (in dollars)	Building Renovations	Stevens High School	Stevens High School	(6) TOTAL
Length of Debt	20	15	15	
Date of Issue	8/1/1995	8/1/1992	8/1/1992	
Date of Final Payment	8/1/2015	8/7/2007	8/7/2007	
Original Debt Amount	6,600,000.00	437,500.00	1,312,500.00	
Interest Rate	0.0540	0.057	0.056	
Principal at Begin of Yr	2,970,000.00	25,000.00	85,000.00	3,080,000.00
New Issues This Year	0.00	0.00	0.00	0.00
Retired Issues This Yr	330,000.00	25,000.00	85,000.00	440,000.00
Remaining Princ Bal Due	2,640,000.00	0.00	0.00	2,640,000.00
Remaining Int Bal Due	586,405.00	0.00	0.00	586,405.00
Remaining Debt (P&I)	3,226,405.00	0.00	0.00	3,226,405.00
Prin to be Paid Next FY	330,000.00	0.00	0.00	330,000.00
Interest to be Pd Next FY	136,785.00	0.00	0.00	136,785.00
Total Debt Next Fiscal Year	466,785.00	0.00	0.00	466,785.00

**CLAREMONT SCHOOL DISTRICT**  
**Statement of Revenues and Expenditures (Budgetary Basis)**  
**General Fund**  
**Fiscal Year 2007-08**  
*(in thousands)*

	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>
<b>Revenues:</b>			
School district assessment	10,754.4	10,754.4	0.0
Other local	715.1	1,128.2	413.1
State	13,176.0	13,186.9	10.9
Federal	125.0	261.9	136.9
	<b>24,770.5</b>	<b>25,331.4</b>	<b>560.9</b>
<b>Expenditures:</b>			
Instruction	16,431.9	15,935.5	496.4
Support Services:			
Student	1,385.8	1,422.0	(36.2)
Instructional Staff	362.6	348.4	14.2
General Admin.	109.1	173.1	(64.0)
Executive Admin.	1,046.9	1,050.2	(3.3)
School Admin.	1,463.2	1,394.3	68.9
Maintenance	2,965.4	3,451.0	(485.6)
Transportation	529.2	637.6	(108.4)
Other	85.1	133.7	(48.6)
Debt Service:			
Principal	440.0	440.0	0.0
Interest	157.8	157.8	0.0
	<b>24,977.0</b>	<b>25,143.6</b>	<b>(166.6)</b>
<b>Excess (deficiency) of revenues over (under)</b>			
<b>Expenditures</b>	<b>(206.5)</b>	<b>187.8</b>	<b>394.3</b>
Other Financing Uses:			
Transfers Out	(404.6)	(404.6)	0.0
	<b>(611.1)</b>	<b>(216.8)</b>	<b>394.3</b>
<b>Net Change in Fund Balance</b>	<b>(611.1)</b>	<b>(216.8)</b>	<b>394.3</b>
Unreserved Fund Balance, Beginning		711.2	
<b>Unreserved Fund Balance, End</b>		<b>494.4</b>	

Of the total revenues above for the Claremont School District general fund, 44% came directly from the taxpayers of the School District, 49% came from the State of New Hampshire through a combination of

Adequate Education Grants and the State-wide property tax, 1% from the federal government, and the other 6% came from such sources as high school tuition, interest income, and other local sources.

For the year ended June 30, 2008, the primary components of revenues received in excess of forecast for the category of "Other Local" above was \$235,015 more in tuition revenue, \$61,158 more in interest earned on investments, \$57,633 more in rental of district property than forecast, and \$87,392 in other local sources. The District enrolled more students than was forecast during budget preparation. Increased other local sources was primarily due to receipt of insurance proceeds and reimbursements received from other sources for expenditures recorded within the Claremont School District. State aid increased by \$10,874 due to increased revenue received regarding special education catastrophic aid. The District received \$136,865 more in Medicaid reimbursements than was forecast, accounting for the additional revenue shown above for Federal.

During the 2007-08 fiscal year, the District expended \$496,418 less in Instruction than was budgeted, primarily due to less out of district special education costs than originally forecast. General administration represents costs associated with the Claremont School Board and is over-expended due to the need for greater legal and professional assistance than was forecast. Operations and maintenance was higher than budgeted due to staff overtime and greater than budgeted costs associated with large building improvement projects such as fire safety and installation of sprinkler systems within the District's three elementary schools. Transportation was higher than budgeted due to increased diesel fuel costs and increased salary costs as a result of greater than anticipated transportation requirements. The category "other" is over-expended due to increased costs associated with the District's wide area network plan and associated telephone requirements, replacement of some older equipment, and the costs of the District's computer maintenance contract.

Adopted Budget

The budget process starts each year in September. The administrators prepare a tentative budget, consistent with annual strategies and goals, to be reviewed by the School Board. The School Board and administrators modify the tentative budget as required to fit within School Board guidelines. A public Budget Hearing is scheduled for early January and then the budget as proposed by the School Board is presented to the City at an annual school meeting in early February, commonly referred to as the First Deliberative Session. Following this meeting, the proposed budget is presented to the City for approval by all day ballot voting on the second Tuesday in March.

The annual budget for the School District is adopted in March by ballot vote of the residents of the District. The adopted budgets over the last five years are:

<u>Year</u>	<u>General Fund</u>	<u>Food Service</u>	<u>Special Revenue</u>	<u>Total</u>
07/08	25,381,598	541,355	3,045,120	28,968,073
06/07	23,595,570	511,355	2,937,647	27,044,572
05/06	21,521,209	483,909	2,657,960	24,663,078
04/05	20,290,890	479,529	2,763,902	23,534,321
03/04	19,406,018	471,664	2,328,076	22,205,758

Fund Balance

The surplus from operations (fund balance) of the general fund is used each year to reduce the local property tax levy required to support the budget. In effect, the general fund is beginning each year with an unreserved fund balance of zero. As a result, the differences between general fund unreserved fund balances are really not a good indicator of how well the fund is doing year to year.

The unreserved, undesignated fund balances for the general fund over the last five years are:

<u>Year</u>	<u>General Fund</u>
07/08	494,401
06/07	711,259
05/06	611,977
04/05	425,717
03/04	287,322

### Capital Assets

The carrying value of the Claremont School District capital assets for the fiscal year ending June 30, 2008 is shown below:

	<b>Beginning Balance</b>	<b>2008 Additions</b>	<b>2008 Depreciation</b>	<b>Accumulated Depreciation as of 06/30/2008</b>	<b>Net Value</b>
Land	\$124,552.00				\$124,552.00
Construction In Progress		\$241,104.00			\$241,104.00
Land Improvements	\$101,821.00		\$2,894.00	\$84,599.00	\$17,222.00
Buildings	\$16,319,397.00	\$0.00	\$161,487.00	\$4,710,041.00	\$11,609,356.00
Equipment and Machinery	\$1,098,078.00	\$10,000.00	\$32,415.00	\$915,900.00	\$192,178.00
Vehicles	\$858,925.00	\$14,900.00	\$43,373.00	\$649,978.00	\$223,847.00
<b>Total</b>	<b>\$18,502,773.00</b>	<b>\$266,004.00</b>	<b>\$240,169.00</b>	<b>\$6,360,518.00</b>	<b>\$12,408,259.00</b>

The School District's net capital asset value increased by \$25,835 in 2008. The District added \$266,004 in assets during the year, primarily in the area of construction in progress. The addition was largely offset by the 2008 depreciation of \$240,169 being recorded within the statements. Values shown include the historical cost of land and the depreciated cost of buildings and equipment so the net value does not accurately indicate fair value.

### Trust Funds

As of June 30, 2008, the School District had the following balances in certain categories of trust funds:

Income from Expendable Trust Funds (Bequests)	\$158,579
Capital Reserve Funds	\$403,159
<b>Total</b>	<b>\$561,738</b>

The non-Capital Reserve Funds represent many individual bequests to the Claremont School District that have occurred over a long period of time. Trust Funds are held and administered by the City of Claremont's Trustees of Trust Funds. These funds are classified as special revenue funds and are reported as governmental funds in the financial statements.

Contact Information

Questions concerning the information presented in this report or requests for additional information should be addressed to:

Mr. Allen R. Damren  
Assistant Superintendent  
School Administrative Unit 6  
165 Broad Street  
Claremont, NH 03743

(603) 543-4200

***BASIC FINANCIAL STATEMENTS***

**EXHIBIT A**  
**CLAREMONT SCHOOL DISTRICT**  
*Statement of Net Assets*  
*June 30, 2008*

	<u>Governmental Activities</u>
<b>ASSETS</b>	
Cash and cash equivalents	\$ 1,781,816
Investments	101,565
Intergovernmental receivable	823,920
Other receivables	75
Prepaid items	95,627
Capital assets, not being depreciated:	
Land	124,552
Construction in progress	241,104
Capital assets, net of accumulated depreciation:	
Land improvements	17,222
Buildings and building improvements	11,609,356
Machinery and equipment	192,178
Vehicles	223,847
Total assets	<u>15,211,262</u>
<b>LIABILITIES</b>	
Accounts payable	61,611
Contracts payable	236,972
Accrued interest payable	69,410
Unearned revenue	237,264
Retainage payable	4,132
Noncurrent obligations:	
Due within one year:	
Bond	330,000
Capital leases	26,580
Compensated absences	24,297
Due in more than one year:	
Bond	2,310,000
Capital leases	42,749
Compensated absences	284,612
Total liabilities	<u>3,627,627</u>
<b>NET ASSETS</b>	
Invested in capital assets, net of related debt	9,698,930
Restricted for special purposes	372,069
Unrestricted	1,512,636
Total net assets	<u>\$ 11,583,635</u>

The notes to the basic financial statements are an integral part of this statement.

**EXHIBIT B**  
**CLAREMONT SCHOOL DISTRICT**  
*Statement of Activities*  
For the Fiscal Year Ended June 30, 2008

	Expenses	Program Revenues		Net (Expense) Revenue and Change In Net Assets
		Charges for Services	Operating Grants and Contributions	
Governmental activities:				
Instruction	\$ 18,776,758	\$ 1,261,589	\$ 2,853,409	\$ -
Support services:				
Student	1,553,749	-	145,079	-
Instructional staff	638,554	-	289,852	-
General administration	245,447	-	43,831	-
Executive administration	1,050,220	-	-	-
School administration	1,396,985	-	2,675	-
Business	88,096	-	88,096	-
Operation and maintenance of plant	2,414,860	56,464	-	-
Student transportation	638,094	8,914	3,000	-
Other	297,657	-	163,987	-
Non-instructional services	574,669	255,656	307,502	-
Interest on long-term debt	160,185	-	-	117,689
Total governmental activities	<u>\$ 27,835,274</u>	<u>\$ 1,582,623</u>	<u>\$ 3,897,431</u>	<u>\$ 117,689</u>
General revenues:				
School district assessment				10,754,372
Grants and contributions not restricted to specific programs				12,658,340
Miscellaneous				529,600
Total general revenues				<u>23,942,312</u>
Change in net assets				1,704,781
Net assets, beginning, as restated (see Note 2-G)				9,878,854
Net assets, ending				<u>\$ 11,583,635</u>

The notes to the basic financial statements are an integral part of this statement.

**EXHIBIT C-1**  
**CLAREMONT SCHOOL DISTRICT**  
*Balance Sheet*  
**Governmental Funds**  
**June 30, 2008**

	General	Grants	Expendable Trust	Other Governmental Funds	Total Governmental Funds
<b>ASSETS</b>					
Cash and cash equivalents	\$ 1,493,681	\$ -	\$ -	\$ 288,135	\$ 1,781,816
Investments		-	-	101,565	101,565
Receivables:					
Accounts				75	75
Intergovernmental	71,549	261,312	403,159	87,900	823,920
Interfund receivable	399,024	-	-	-	399,024
Prepaid items	93,132	-	-	2,495	95,627
Total assets	<u>\$ 2,057,386</u>	<u>\$ 261,312</u>	<u>\$ 403,159</u>	<u>\$ 480,170</u>	<u>\$ 3,202,027</u>
<b>LIABILITIES AND FUND BALANCES</b>					
Liabilities:					
Accounts payable	\$ 60,805	\$ 25	\$ -	\$ 781	\$ 61,611
Contracts payable	236,972	-	-	-	236,972
Interfund payable	-	254,365	-	144,659	399,024
Deferred revenue	230,342	6,922	-	-	237,264
Retainage payable	4,132	-	-	-	4,132
Total liabilities	<u>532,251</u>	<u>261,312</u>	<u>-</u>	<u>145,440</u>	<u>939,003</u>
Fund balances:					
Reserved for encumbrances	1,030,734	-	-	-	1,030,734
Unreserved, undesignated, reported in:					
General fund	494,401	-	-	-	494,401
Special revenue funds	-	-	403,159	334,730	737,889
Total fund balances	<u>1,525,135</u>	<u>-</u>	<u>403,159</u>	<u>334,730</u>	<u>2,263,024</u>
Total liabilities and fund balances	<u>\$ 2,057,386</u>	<u>\$ 261,312</u>	<u>\$ 403,159</u>	<u>\$ 480,170</u>	<u>\$ 3,202,027</u>

The notes to the basic financial statements are an integral part of this statement.

**EXHIBIT C-2**  
**CLAREMONT SCHOOL DISTRICT**  
*Reconciliation of Total Governmental Fund Balances to the Statement of Net Assets*  
**June 30, 2008**

Total fund balances of governmental funds (Exhibit C-1)		\$ 2,263,024
Amounts reported for governmental activities in the statement of net assets are different because:		
Capital assets used in governmental activities are not financial resources, and therefore, are not reported in the funds.		
Cost	\$ 18,768,777	
Less accumulated depreciation	<u>(6,360,518)</u>	
		12,408,259
Interfund receivables and payables between governmental funds are eliminated on the statement of net assets.		
Receivables	\$ (399,024)	
Payables	<u>399,024</u>	
Interest on long-term debt is not accrued in governmental funds.		
Accrued interest payable		(69,410)
Long-term liabilities are not due and payable in the current period, and therefore, are not reported in the funds.		
Bond	\$ 2,640,000	
Capital leases	69,329	
Compensated absences	<u>308,909</u>	
		<u>(3,018,238)</u>
Net assets of governmental activities (Exhibit A)		<u>\$ 11,583,635</u>

The notes to the basic financial statements are an integral part of this statement.

**EXHIBIT C-3**  
**CLAREMONT SCHOOL DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Funds**  
**For the Fiscal Year Ended June 30, 2008**

	General	Grants	Expendable Trust	Other Governmental Funds	Total Governmental Funds
<b>Revenues:</b>					
School district assessment	\$ 10,754,372	\$ -	\$ -	\$ -	\$ 10,754,372
Other local	1,128,238	12,645	10,061	973,924	2,124,868
State	13,499,112	118,629	-	297,077	13,914,818
Federal	261,865	2,185,319	-	298,813	2,745,997
<b>Total revenues</b>	<b>25,643,587</b>	<b>2,316,593</b>	<b>10,061</b>	<b>1,569,814</b>	<b>29,540,055</b>
<b>Expenditures:</b>					
<b>Current:</b>					
Instruction	16,248,490	1,580,073	-	847,895	18,676,458
<b>Support services:</b>					
Student	1,422,023	145,079	-	19,008	1,586,110
Instructional staff	348,702	289,852	-	-	638,554
General administration	201,616	43,831	-	-	245,447
Executive administration	1,050,175	-	45	-	1,050,220
School administration	1,394,310	2,675	-	-	1,396,985
Business	-	88,096	-	-	88,096
Operation and maintenance of plant	2,653,839	-	-	-	2,653,839
Student transportation	637,576	3,000	-	-	640,576
Other	133,670	163,987	-	-	297,657
Non-instructional services	-	-	-	583,434	583,434
<b>Debt service:</b>					
Principal	440,000	-	-	-	440,000
Interest	157,753	-	-	-	157,753
<b>Total expenditures</b>	<b>24,688,154</b>	<b>2,316,593</b>	<b>45</b>	<b>1,450,337</b>	<b>28,455,129</b>
Deficiency of revenues under expenditures	955,433	-	10,016	119,477	1,084,926
<b>Other financing sources (uses):</b>					
Transfers in	-	-	363,620	41,000	404,620
Transfers out	(404,620)	-	-	-	(404,620)
<b>Total other financing sources and uses</b>	<b>(404,620)</b>	<b>-</b>	<b>363,620</b>	<b>41,000</b>	<b>-</b>
Net change in fund balances	550,813	-	373,636	160,477	1,084,926
Fund balances, beginning	974,322	-	29,523	174,253	1,178,098
Fund balances, ending	<b>\$ 1,525,135</b>	<b>\$ -</b>	<b>\$ 403,159</b>	<b>\$ 334,730</b>	<b>\$ 2,263,024</b>

The notes to the basic financial statements are an integral part of this statement.

**EXHIBIT C-4**  
**CLAREMONT SCHOOL DISTRICT**  
*Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of  
 Governmental Funds to the Statement of Activities*  
**For the Fiscal Year Ended June 30, 2008**

Net change in fund balances of total governmental funds (Exhibit C-3)		\$ 1,084,926
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. In the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capitalized capital outlay exceeded depreciation expense in the current period.		
Capitalized capital outlay	\$ 266,004	
Depreciation expense	<u>(240,169)</u>	25,835
Transfers in and out between governmental funds are eliminated on the operating statement.		
Transfers in	\$ (404,620)	
Transfers out	<u>404,620</u>	
The repayment of the principal of long-term debt consumes the current financial resources of governmental funds, but has no effect on net assets.		
Principal repayment of bond	\$ 440,000	
Principal repayment of capital leases	<u>32,752</u>	472,752
Some expenses reported in the statement of activities do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.		
Increase in accrued interest expense	\$ (2,432)	
Decrease in compensated absences payable	<u>123,700</u>	121,268
Change in net assets of governmental activities (Exhibit B)		<u>\$ 1,704,781</u>

The notes to the basic financial statements are an integral part of this statement.

**EXHIBIT D-1**  
**CLAREMONT SCHOOL DISTRICT**  
*Fiduciary Funds*  
*Statement of Fiduciary Net Assets*  
*June 30, 2008*

	Private Purpose Trust	Agency
<b>ASSETS</b>		
Cash and cash equivalents	\$ -	\$ 80,144
Investments	55,434	
Total assets	<u>55,434</u>	<u>80,144</u>
<b>LIABILITIES</b>		
Due to student groups	-	80,144
<b>NET ASSETS</b>		
Held in trust for specific purposes	<u>\$ 55,434</u>	<u>\$ -</u>

The notes to the basic financial statements are an integral part of this statement.

**EXHIBIT D-2**  
**CLAREMONT SCHOOL DISTRICT**  
**Fiduciary Funds**  
**Statement of Changes in Fiduciary Net Assets**  
**For the Fiscal Year Ended June 30, 2008**

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	<u>Private Purpose Trust</u>
<b>Additions:</b>	
New funds	\$ 17,930
Interest	1,841
Decrease in fair value of investments	(461)
<b>Total revenues</b>	<u>19,310</u>
<b>Deductions:</b>	
Scholarships	2,000
<b>Change in net assets</b>	<u>17,310</u>
Net assets, beginning	38,124
Net assets, ending	<u><u>\$ 55,434</u></u>

The notes to the basic financial statements are an integral part of this statement.

CLAREMONT SCHOOL DISTRICT

NOTES TO THE BASIC FINANCIAL STATEMENTS

AS OF AND FOR THE FISCAL YEAR ENDED  
JUNE 30, 2008

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**CLAREMONT SCHOOL DISTRICT**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
**AS OF AND FOR THE FISCAL YEAR ENDED**  
**JUNE 30, 2008**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of the Claremont School District (School District) have been prepared in conformity with U.S. generally accepted accounting principles (GAAP) as applied to governmental entities. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for governmental accounting and financial reporting.

The more significant of the School District's accounting policies are described below.

**1-A Reporting Entity**

The Claremont School District serves the community of Claremont, New Hampshire and provides public as well as vocational education services for students in preschool through grade twelve.

The School District is a municipal corporation governed by an 8-member board elected by the voters of the School District. The reporting entity is comprised of the primary government and any other organizations that are included to ensure that the financial statements are not misleading.

Component units are legally separate organizations for which the School District is financially accountable. The School District is financially accountable for an organization if the School District appoints a voting majority of the organization's governing board and (1) the School District is able to significantly influence the programs or services performed or provided by the organization; or (2) the School District is legally entitled to or can otherwise access the organization's resources; the School District is legally obligated or has otherwise assumed the responsibility to finance the deficits of, or provide financial support to, the organization; or the School District is obligated for the debt of the organization. Based on the foregoing criteria, no other organizations are included in the School District's financial reporting entity.

**1-B Basis of Presentation**

The School District's basic financial statements consist of government-wide statements, including a statement of net assets and a statement of activities; and fund financial statements, which provide a more detailed level of financial information.

**Government-wide Financial Statements** - The government-wide financial statements include the statement of net assets and the statement of activities. These statements report financial information for the School District as a whole. Fiduciary activities are not included at the government-wide reporting level. Individual funds are not displayed at this reporting level as all individual governmental funds are consolidated.

The statement of net assets presents the financial position of the governmental activities of the School District at year-end. This statement includes all of the School District's assets, liabilities and net assets.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the School District's governmental activities. Direct expenses are those that are specifically associated with the function, and therefore, clearly identifiable to that particular function. The School District does not allocate indirect expenses to functions in the statement of activities.

The statement of activities reports the expenses of a given function offset by program revenues directly related to the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with the distinct functional activity. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the School District. Program revenues include: (1) charges for services, which include tuition, fees, and other charges to users of the School District's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions which finance the acquisition, construction, or rehabilitation of capital assets. These revenues are subject to externally imposed restrictions to the program uses.

CLAREMONT SCHOOL DISTRICT

NOTES TO THE BASIC FINANCIAL STATEMENTS

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For identifying to which function program revenue pertains, the determining factor for *charges for services* is which function *generates* the revenue. For *grants and contributions*, the determining factor is to which functions the revenues are *restricted*. The school district assessment from the city, unrestricted state aid and other revenue sources not properly included among program revenues are reported as general revenues of the School District.

**Fund Financial Statements** - During the year, the School District segregates transactions related to certain School District functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. A fund is a fiscal and accounting entity with a self-balancing set of accounts. Fund financial statements are designed to present financial information of the School District at this more detailed level. Fund financial statements are provided for governmental and fiduciary funds, although the latter are excluded from the government-wide financial statements.

Major individual governmental funds are reported as separate columns in the fund financial statements with composite columns for nonmajor funds. Fiduciary funds are reported by type.

**Fund Accounting** - The School District uses funds to maintain its financial records during the year. The School District uses two categories of funds: governmental and fiduciary.

**Governmental Funds** - Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purposes for which they may or must be used. Fund liabilities are assigned to the fund from which they will be liquidated. The School District reports the difference between governmental fund assets and liabilities as fund balance. The following are the School District's major governmental funds:

**General Fund** - The general fund is the primary operating fund of the School District. All general tax revenues and other receipts that are not allocated by law or contractual agreement to another fund are accounted for in this fund. This fund accounts for general operating expenditures, fixed charges, and the capital improvement costs that are not reported in other funds.

**Grants Fund** - This fund accounts for the School District's local, state and federal grant programs.

**Expendable Trust Fund** - This fund accounts for the School District's capital reserve accounts.

The School District also reports six nonmajor governmental funds.

**Fiduciary Funds** - Fiduciary fund reporting focuses on net assets. The School District's fiduciary funds consist of private purpose trust and agency funds. The agency funds are custodial in nature (assets equal liabilities), and do not involve measurement of results of operations.

**I-C Measurement Focus**

**Government-wide Financial Statements** - The government-wide financial statements are reported using the economic resources measurement focus. All assets and all liabilities associated with the operation of the School District are included on the statement of net assets. The statement of activities reports revenues, expenses and changes in net assets.

**Governmental Fund Financial Statements** - All governmental funds are accounted for using a flow of current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures and changes in fund balances reports the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. The governmental fund financial statements therefore include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the governmental fund statements.

**CLAREMONT SCHOOL DISTRICT**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
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**Fiduciary Fund Financial Statements** - The private purpose trust and student activities funds are accounted for using the economic resources measurement focus.

***I-D Basis of Accounting***

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. At the fund reporting level, governmental funds use the modified accrual basis of accounting, and fiduciary funds use the accrual basis of accounting. Differences in the accrual and the modified accrual basis of accounting arise in the recognition of revenue, the recording of some deferred revenue, and in the presentation of expenses versus expenditures.

**Revenues - Exchange Transactions** - Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On the modified accrual basis, revenue is recorded when the exchange takes place and in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year, generally within sixty days of year-end.

**Revenues - Nonexchange Transactions** - Nonexchange transactions, in which the School District receives value without directly giving equal value in return, include grants and donations. Revenue from grants and donations is recognized in the fiscal year in which all grantor imposed eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted; matching requirements, in which the School District must provide local resources to be used for a specified purpose; and expenditure requirements, in which the resources are provided to the School District on a reimbursement basis. On a modified accrual basis, revenue from nonexchange transactions also must be available before it can be recognized, generally within sixty days of year-end.

Under the modified accrual basis, the following revenue sources are considered to be susceptible to accrual: the school district assessment from the city, tuition, interest, and federal and state grants.

**Deferred Revenue** - Deferred revenue arises when assets are recognized before revenue recognition criteria have been satisfied. Grants and entitlements received before the eligibility requirements are met (e.g., cash advances) are recorded as deferred revenue. On the government-wide statement of net assets, such deferred revenue is classified as unearned revenue.

Although the School District does not levy property taxes, the city levies property taxes on behalf of the School District (school district assessment).

**Expenses/Expenditures** - On the accrual basis of accounting, expenses are recognized at the time they are incurred. On the modified accrual basis, expenditures generally are recognized in the accounting period in which the related fund liability is incurred and due, if measurable.

***I-E Assets, Liabilities and Net Assets or Fund Equity***

***I-E-1 Cash, Cash Equivalents and Investments***

**Cash and Cash Equivalents** - Cash and cash equivalents include amounts in demand deposits as well as short-term investments with a maturity date within three months of the date acquired by the School District.

New Hampshire statutes require that the School District treasurer have custody of all moneys belonging to the School District and pay out the same only upon orders of the School Board. The treasurer shall deposit all such moneys in participation units in the public deposit investment pool established pursuant to N.H. RSA 383:22 or in solvent banks in the state. Funds may be deposited in banks outside the state if such banks pledge and deliver to a third party custodial bank or the Federal Reserve Bank, collateral security for such deposits, United States government or government agency obligations or obligations of the State of New Hampshire in value at least equal to the amount of the deposit in each case.

CLAREMONT SCHOOL DISTRICT

NOTES TO THE BASIC FINANCIAL STATEMENTS

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JUNE 30, 2008

**Investments** - Whenever the treasurer has in custody an excess of funds, which is not immediately needed for the purpose of expenditure, the treasurer shall, with the approval of the School Board, invest the excess funds.

New Hampshire law authorizes the School District to invest in the following type of obligations:

- Obligations of the United States government,
- The public deposit investment pool established pursuant to RSA 383:22,
- Savings bank deposits, or
- Certificates of deposit and repurchase agreements of banks incorporated under the laws of the State of New Hampshire or in banks recognized by the state treasurer.

Any person who directly or indirectly receives any such funds or moneys for deposit or for investment in securities of any kind shall, prior to acceptance of such funds, make available at the time of such deposit or investment an option to have such funds secured by collateral having a value at least equal to the amount of such funds. Such collateral shall be segregated for the exclusive benefit of the School District. Only securities defined by the bank commissioner as provided by rules adopted pursuant to RSA 386:57 shall be eligible to be pledged as collateral.

Investments are stated at fair value based on quoted market prices.

**1-E-2 Interfund Balances**

On the fund financial statements, receivables and payables resulting from short-term interfund loans are classified as "interfund receivables/payables." These amounts are eliminated in the statement of net assets.

**1-E-3 Prepaid Items**

Payments made to vendors for services that will benefit periods beyond year-end are recorded as prepaid items using the consumption method, by recording an asset for the prepaid amount and reflecting the expenditure/expense in the year in which services are consumed.

**1-E-4 Capital Assets**

General capital assets are those assets of a capital nature which the School District owns. These assets generally result from expenditures in governmental funds. The School District reports these assets in the government-wide statement of net assets and does not report them in the governmental fund financial statements.

All capital assets are capitalized at cost (or estimated historical cost) and updated for additions and retirements during the year. Donated capital assets are recorded at their fair market values as of the date received. The School District maintains a capitalization threshold of \$10,000 and more than one year of estimated useful life. Improvements to capital assets are capitalized; the costs of normal maintenance and repairs that do not add to the value of an asset or materially extend the asset's life are expensed.

All reported capital assets are depreciated over their estimated useful lives. Depreciation is computed using the straight-line method over the following useful lives:

	<u>Years</u>
Land improvements	20
Buildings and building improvements	100
Machinery and equipment	5-20
Vehicles	5-8

At the inception of capital leases at the governmental fund reporting level, expenditures and an "other financing source" of an equal amount are reported at the net present value of future minimum lease payments.

**CLAREMONT SCHOOL DISTRICT**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
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***1-E-5 Compensated Absences***

Accrued leave benefits are accrued as a liability as the benefits are earned if the employees' rights to receive compensation are attributable to services already rendered, and it is probable that the School District will compensate the employees for the benefits through paid time off or some other means. All compensated absence liabilities include salary-related payments, where applicable.

The total compensated absence liability is reported on the government-wide financial statements. Governmental funds report the compensated absence liability at the fund reporting level only "when due."

***1-E-6 Accrued Liabilities and Long-Term Obligations***

All payables, accrued liabilities and long-term obligations are reported in the government-wide financial statements.

In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources, are reported as obligations of these funds. However, claims and judgments, and compensated absences that will be paid from governmental funds are reported as a liability in the fund financial statements only to the extent that they are "due for payment" during the current year.

***1-E-7 Interfund Activity***

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures in the purchaser funds. Flows of cash or goods from one fund to another without a requirement of repayment are reported as interfund transfers. At the fund reporting level, interfund transfers are reported as other financing sources/uses in governmental funds. Repayments from funds responsible for particular expenditures to the funds that initially paid for them are not presented on the financial statements.

At the government-wide financial reporting level, transfers between funds that would be reported in the individual funds are eliminated.

***1-E-8 Equity***

Fund equity at the governmental fund financial reporting level is classified as "fund balance." Equity for all other reporting is classified as "net assets."

***Fund Balance*** - Generally, fund balance represents the difference between the current assets and current liabilities. The School District reserves those portions of fund balance that are legally segregated for a specific future use or which do not represent available, spendable resources, and therefore, are not available for appropriation or expenditure. Unreserved fund balance indicates that portion of fund balance that is available for appropriation in future periods.

***Net Assets*** - Net assets represent the difference between assets and liabilities. Net assets invested in capital assets, net of related debt, consist of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets. Net assets are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the School District or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. All other net assets are reported as unrestricted.

The School District applies restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted net assets are available.

***1-E-9 Estimates***

The preparation of financial statements in conformity with U.S. generally accepted accounting principles, requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

) **CLAREMONT SCHOOL DISTRICT** )  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
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**NOTE 2 - DETAILED NOTES ON ALL FUNDS AND GOVERNMENT-WIDE STATEMENTS**

**2-A Receivables**

Receivables at June 30, 2008, consisted of reimbursements and tuition, and intergovernmental amounts arising from medicaid, other reimbursements and the trust funds being in the custody of the City of Claremont trustees of trust funds.

Receivables are recorded on the School District's financial statements to the extent that the amounts are determined to be material and substantiated not only by supporting documentation, but also by a reasonable, systematic method of determining their existence, completeness, valuation, and collectibility.

**2-B Capital Assets**

Capital asset activity for the year ended June 30, 2008 was as follows:

	Balance, beginning	Changes	Balance, ending
At cost:			
Not being depreciated:			
Land	\$ 124,552	\$ -	\$ 124,552
Construction in progress	-	241,104	241,104
Total capital assets not being depreciated	<u>124,552</u>	<u>241,104</u>	<u>365,656</u>
Being depreciated:			
Land improvements	101,821	-	101,821
Buildings and building improvements	16,319,397	-	16,319,397
Machinery and equipment	1,098,078	10,000	1,108,078
Vehicles	858,925	14,900	873,825
Total capital assets being depreciated	<u>18,378,221</u>	<u>24,900</u>	<u>18,403,121</u>
Total all capital assets	<u>18,502,773</u>	<u>266,004</u>	<u>18,768,777</u>
Less accumulated depreciation:			
Land improvements	(81,705)	(2,894)	(84,599)
Buildings and building improvements	(4,548,554)	(161,487)	(4,710,041)
Machinery and equipment	(883,485)	(32,415)	(915,900)
Vehicles	(606,605)	(43,373)	(649,978)
Total accumulated depreciation	<u>(6,120,349)</u>	<u>(240,169)</u>	<u>(6,360,518)</u>
Net book value, capital assets being depreciated	<u>12,257,872</u>	<u>(215,269)</u>	<u>12,042,603</u>
Net book value, all capital assets	<u>\$ 12,382,424</u>	<u>\$ 25,835</u>	<u>\$ 12,408,259</u>

Depreciation expense was charged to functions of the School District as follows:

Instruction	\$ 191,639
Support services:	
Operation and maintenance of plant	12,125
Student transportation	30,270
Non-instructional services	6,135
Total	<u>\$ 240,169</u>

**2-C Interfund Balances and Transfers**

Interfund balances at June 30, 2008 consist of overdrafts in the pooled cash as follow:

Receivable Fund	Payable Fund	Amount
General	Grants	\$ 254,365
	Nonmajor	144,659
		<u>\$ 399,024</u>

**CLAREMONT SCHOOL DISTRICT**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
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Interfund transfers during the year were comprised of voted appropriations as follow:

	Transfers In:		
	Expendable Trust Fund	Nonmajor Funds	Total
Transfers out: General fund	\$ 363,620	\$ 41,000	\$ 404,620

**2-D Deferred/Unearned Revenue**

Deferred revenue at June 30, 2008 consists of the following:

Excess district assessment received from the City of Claremont to be applied to July 2008 assessment	\$ 230,342
Grants received prior to eligible expenses being made	6,922
Total	<u>\$ 237,264</u>

**2-E Long-Term Liabilities**

Changes in the School District's long-term obligations consisted of the following for the year ended June 30, 2008:

	General Obligation Bonds Payable	Capital Leases Payable	Compensated Absences Payable	Total
Balance, beginning	\$ 3,080,000	\$ 102,081	\$ 432,609	\$ 3,614,690
Reductions	(440,000)	(32,752)	(123,700)	(596,452)
Balance, ending	<u>\$ 2,640,000</u>	<u>\$ 69,329</u>	<u>\$ 308,909</u>	<u>\$ 3,018,238</u>

Long-term liabilities are comprised of the following:

	Original Amount	Issue Date	Maturity Date	Interest Rate %	Outstanding at June 30, 2008	Current Portion
General obligation bond payable: School renovation	\$ 6,600,000	1996	2016	5.25-6.625	\$ 2,640,000	\$ 330,000
Capital leases payable:						
Bus	\$ 66,547	2006	2010	5.48	27,271	13,272
Bus	\$ 70,429	2007	2011	5.15	42,058	13,308
					<u>69,329</u>	<u>26,580</u>
Compensated absences payable: Vested leave benefits					308,909	24,297
					<u>\$ 3,018,238</u>	<u>\$ 380,877</u>

) **CLAREMONT SCHOOL DISTRICT** )  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
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The annual requirements to amortize all general obligation bonds outstanding as of June 30, 2008, including interest payments, are as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2009	\$ 330,000	\$ 136,785	\$ 466,785
2010	330,000	118,800	448,800
2011	330,000	100,650	430,650
2012	330,000	82,500	412,500
2013	330,000	64,350	394,350
2014-2016	990,000	83,320	1,073,320
Totals	<u>\$ 2,640,000</u>	<u>\$ 586,405</u>	<u>\$ 3,226,405</u>

The annual requirements to amortize the capital leases payable as of June 30, 2008, including interest payments, are as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2009	\$ 26,580	\$ 3,702	\$ 30,282
2010	28,006	2,276	30,282
2011	14,743	774	15,517
Total	<u>\$ 69,329</u>	<u>\$ 6,752</u>	<u>\$ 76,081</u>

All debt is general obligation debt of the School District, which is backed by its full faith and credit, and will be repaid from general governmental revenues.

**2-F Deficit Fund Balances**

There were deficits as of June 30, 2008 in the following nonmajor funds:

Food service	\$ 8,044
Dental initiative	\$ 51,080

Management expects to make up the deficits through increased program fees, grants, donations and a budgeted transfer in 2009.

**2-G Restatement of Net Assets**

Net assets at June 30, 2007 were restated as follow:

	Government-Wide Governmental Activities	Private Purpose Trust Funds
To correct calculation error in prior year compensated absences	\$ 156,549	\$ -
To record scholarship accounts	-	38,124
Net assets, as previously reported	9,722,305	-
Net assets, as restated	<u>\$ 9,878,854</u>	<u>\$ 38,124</u>

**CLAREMONT SCHOOL DISTRICT**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
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**NOTE 3 - OTHER MATTERS**

**3-A Pensions**

The School District participates in the New Hampshire Retirement System (the System) which is the administrator of a cost-sharing multiple-employer contributory pension plan and trust established in 1967 by RSA 100-A:2 and is qualified as a tax-exempt organization under Sections 401(a) and 501(a) of the Internal Revenue Code. The plan is a contributory, defined benefit plan providing service, disability, death and vested retirement benefits to members and their beneficiaries. Provision for benefits and contributions are established and can be amended by the New Hampshire Legislature. The System issues a publicly available financial report that may be obtained by writing the New Hampshire Retirement System, 54 Regional Drive, Concord, NH 03301.

The System is financed by contributions from both the employees and the School District. Member contribution rates are established and may be amended by the State legislature while employer contribution rates are set by the System trustees based on an actuarial valuation. All employees are required to contribute 5% of gross earnings. For fiscal year 2008, the School District contributed 5.80% for teachers and 8.74% for other employees. The contribution requirements for the Claremont School District for the fiscal years 2006, 2007 and 2008 were \$481,606, \$503,522 and \$756,780 respectively, which were paid in full in each year.

The State of New Hampshire funds 35% of employer costs for teachers employed by the School District. This amount, \$312,209, is reported as an "on-behalf payment," as an expenditure and revenue on the governmental funds statement of revenues, expenditures and changes in fund balances, and as an expense and revenue on the statement of activities.

**3-B Risk Management**

The School District is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors or omissions; injuries to employees; or natural disasters. During fiscal year 2008, the School District was a member of the Local Government Center Property-Liability Trust, LLC, which is a Trust organized to provide certain property and liability insurance coverages to member towns, cities and other qualified political subdivisions of New Hampshire. As a member of the Local Government Center Property-Liability Trust, LLC, the School District shares in contributing to the cost of, and receiving benefits from, a self-insured pooled risk management program. The membership and coverage run from July 1 to June 30. The program maintains a self-insured retention above which it purchases reinsurance and excess insurance. This policy covers property, auto physical damage, crime, general liability and public officials' liability subject to a \$1,000 deductible.

Contributions paid in 2008 to be recorded as an insurance expenditure totaled \$61,768. There were no unpaid contributions for the year ended June 30, 2008. The School District also paid \$37,372 for workers' compensation for the year ended June 30, 2008. The trust agreement permits the Trust to make additional assessments to members should there be a deficiency in Trust assets to meet its liabilities. At this time, the Trust foresees no likelihood of any additional assessments for past years.

**3-C Contingent Liabilities**

The School District has received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies or their designee. These audits could result in a request for reimbursement from the grantor agency for costs disallowed under terms of the grant. Based on prior experience, the School District believes such disallowances, if any, will be immaterial.

There is a legal case pending against the School District which arose in the normal course of the School District's activities. In the opinion of management, it is too early to assess the chance of an unfavorable verdict to the School District since the trial has been continued to July 2009. Management believes that adequate insurance coverage is available to cover any unfavorable verdict, but will reassess the situation at the end of fiscal year 2009, and set up a reserve at that time, if one is deemed necessary.

**CLAREMONT SCHOOL DISTRICT**

**NOTES TO THE BASIC FINANCIAL STATEMENTS**

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**JUNE 30, 2008**

***3-D Postemployment Healthcare Plan***

In addition to providing pension benefits, the School District provides certain healthcare benefits for retired employees of the School District. Any full-time teacher who elects, and is granted, early retirement is entitled to health insurance coverage to be paid by the District for up to a two-person plan, such plan to be selected by the teacher from the plans offered by the School District. This coverage continues until the retired teacher reaches the age of 65. As of June 30, 2008, there were 34 retirees receiving such healthcare benefits. The School District recognizes the costs of providing these benefits as paid. These costs totaled \$139,487 for the fiscal year ended June 30, 2008.

**EXHIBIT E-1**  
**CLAREMONT SCHOOL DISTRICT**  
**General Fund**  
*Schedule of Revenues, Expenditures and Changes in Fund Balance*  
*Budget and Actual (Non-GAAP Budgetary Basis)*  
*For the Fiscal Year Ended June 30, 2008*

	Original and Final Budget	Actual	Variance Positive (Negative)
<b>Revenues:</b>			
School district assessment	\$ 10,754,372	\$ 10,754,372	\$ -
Other local	715,085	1,128,238	413,153
State	13,176,029	13,186,903	10,874
Federal	125,000	261,865	136,865
<b>Total revenues</b>	<u>24,770,486</u>	<u>25,331,378</u>	<u>560,892</u>
<b>Expenditures:</b>			
<b>Current:</b>			
Instruction	16,431,916	15,935,498	496,418
Support services:			
Student	1,385,851	1,422,023	(36,172)
Instructional staff	362,615	348,452	14,163
General administration	109,080	173,071	(63,991)
Executive administration	1,046,876	1,050,175	(3,299)
School administration	1,463,175	1,394,310	68,865
Operation and maintenance of plant	2,965,421	3,451,088	(485,667)
Student transportation	529,191	637,576	(108,385)
Other	85,100	133,670	(48,570)
Debt service:			
Principal	440,000	440,000	-
Interest	157,753	157,753	-
<b>Total expenditures</b>	<u>24,976,978</u>	<u>25,143,616</u>	<u>(166,638)</u>
Excess (deficiency) of revenues over (under) expenditures	(206,492)	187,762	394,254
<b>Other financing uses:</b>			
Transfers out	(404,620)	(404,620)	-
Net change in fund balance	<u>\$ (611,112)</u>	<u>(216,858)</u>	<u>\$ 394,254</u>
Unreserved fund balance, beginning		711,259	
Unreserved fund balance, ending		<u>\$ 494,401</u>	

The notes to the required supplementary information are an integral part of this schedule.

**EXHIBIT E-2**  
**CLAREMONT SCHOOL DISTRICT**  
**Grants Fund**  
*Schedule of Revenues, Expenditures and Changes in Fund Balance*  
*Budget and Actual (GAAP Basis)*  
**For the Fiscal Year Ended June 30, 2008**

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues:			
Local	\$ -	\$ 12,645	\$ 12,645
Federal	2,800,000	2,185,319	(614,681)
Total revenues	<u>2,800,000</u>	<u>2,316,593</u>	<u>(483,407)</u>
Expenditures	2,800,000	2,316,593	1,074,848
Net change in fund balance	<u>\$ -</u>	<u>-</u>	<u>\$ 591,441</u>
Fund balance, beginning	-	-	-
Fund balance, ending	-	<u>\$ -</u>	-

The notes to the required supplementary information are an integral part of this schedule.

**CLAREMONT SCHOOL DISTRICT**

**NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION**

**FOR THE FISCAL YEAR ENDED**

**JUNE 30, 2008**

General Budget Policies .....	1
Budgetary Reconciliation .....	2
Excess of Expenditures over Appropriations.....	3



***COMBINING AND INDIVIDUAL FUND SCHEDULES***

**SCHEDULE 1**  
**CLAREMONT SCHOOL DISTRICT**  
**Major General Fund**  
*Schedule of Estimated and Actual Revenues (Non-GAAP Budgetary Basis)*  
**For the Fiscal Year Ended June 30, 2008**

	Estimated	Actual	Variance Positive (Negative)
School district assessment:			
Current appropriation	\$ 10,754,372	\$ 10,754,372	\$ -
Other local sources:			
Tuition	574,880	809,895	235,015
Transportation	6,000	8,914	2,914
Investment earnings	30,000	91,168	61,168
Impact fees	46,000	66,549	20,549
Rental of district property	54,705	56,464	1,759
Sale of district property	-	1,168	1,168
Student activities	2,500	50	(2,450)
Donations	-	5,638	5,638
Miscellaneous	1,000	88,392	87,392
Total from other local sources	<u>715,085</u>	<u>1,128,238</u>	<u>413,153</u>
State sources:			
Adequacy aid (grant)	10,863,620	10,863,620	-
Adequacy aid (tax)	1,794,720	1,794,720	-
School building aid	117,689	117,689	-
Catastrophic aid	400,000	410,874	10,874
Total from state sources	<u>13,176,029</u>	<u>13,186,903</u>	<u>10,874</u>
Federal sources:			
Medicaid	125,000	261,865	136,865
Total revenues	24,770,486	<u>\$ 25,331,378</u>	<u>\$ 560,892</u>
Use of fund balance to reduce school district assessment	611,112		
Total revenues, other financing sources and use of fund balance	<u>\$ 25,381,598</u>		

**SCHEDULE 2**  
**CLAREMONT SCHOOL DISTRICT**  
**Major General Fund**  
*Schedule of Appropriations, Expenditures and Encumbrances (Non-GAAP Budgetary Basis)*  
**For the Fiscal Year Ended June 30, 2008**

	Encumbered from Prior Year	Appropriations	Expenditures	Encumbered to Subsequent Year	Variance Positive (Negative)
<b>Current:</b>					
<b>Instruction:</b>					
Regular programs	\$ 6,660	\$ 8,955,564	\$ 8,902,709	\$ 8,279	\$ 51,236
Special programs	5,125	5,033,221	4,641,581	-	396,765
Vocational programs	884	1,778,337	1,737,468	-	41,753
Other	-	664,794	654,523	3,607	6,664
Total instruction	<u>12,669</u>	<u>16,431,916</u>	<u>15,936,281</u>	<u>11,886</u>	<u>496,418</u>
<b>Support services:</b>					
Student	-	1,385,851	1,422,023	-	(36,172)
Instructional staff	250	362,615	348,702	-	14,163
General administration	38,545	109,080	201,616	10,000	(63,991)
Executive administration	-	1,046,876	1,050,175	-	(3,299)
School administration	-	1,463,175	1,394,310	-	68,865
Operation and maintenance of plant	211,599	2,965,421	2,653,839	1,008,848	(485,667)
Student transportation	-	529,191	637,576	-	(108,385)
Other	-	85,100	133,670	-	(48,570)
Total support services	<u>250,394</u>	<u>7,947,309</u>	<u>7,841,911</u>	<u>1,018,848</u>	<u>(663,056)</u>
<b>Debt service:</b>					
Principal of long-term debt	-	440,000	440,000	-	-
Interest on long-term debt	-	157,753	157,753	-	-
Total debt service	<u>-</u>	<u>597,753</u>	<u>597,753</u>	<u>-</u>	<u>-</u>
<b>Other financing uses:</b>					
Transfers out	-	404,620	404,620	-	-
Total appropriations, expenditures, other financing uses and encumbrances	<u>\$ 263,063</u>	<u>\$ 25,381,598</u>	<u>\$ 24,780,565</u>	<u>\$ 1,030,734</u>	<u>\$ (166,638)</u>

**SCHEDULE 3**  
**CLAREMONT SCHOOL DISTRICT**  
*Major General Fund*  
*Schedule of Changes in Unreserved - Undesignated Fund Balance (Non-GAAP Budgetary Basis)*  
*For the Fiscal Year Ended June 30, 2008*

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Unreserved, undesignated fund balance, beginning		\$ 711,259
Changes:		
Unreserved fund balance used to reduce school district assessment		(611,112)
2007-2008 Budget summary:		
Revenue surplus (Schedule 1)	\$ 560,892	
Overdraft of appropriations (Schedule 2)	<u>(166,638)</u>	
2007-2008 Budget surplus		<u>394,254</u>
Unreserved, undesignated fund balance, ending		<u>\$ 494,401</u>

**SCHEDULE 4**  
**CLAREMONT SCHOOL DISTRICT**  
*Nonmajor Governmental Funds*  
**Combining Balance Sheet**  
**June 30, 2008**

	Special Revenue Funds						Total
	Food Service	Adult Education	21st Century	Dental Initiative	Restricted	Trust Income	
<b>ASSETS</b>							
Cash and cash equivalents	\$ -	\$ 17,631	\$ -	\$ -	\$ 213,490	\$ 57,014	\$ 288,135
Investments	-	-	-	-	-	101,565	101,565
Receivables:							
Accounts	-	-	75	-	-	-	75
Intergovernmental	20,583	-	65,118	2,199	-	-	87,900
Prepaid items	-	-	2,495	-	-	-	2,495
Total assets	<u>\$ 20,583</u>	<u>\$ 17,631</u>	<u>\$ 67,688</u>	<u>\$ 2,199</u>	<u>\$ 213,490</u>	<u>\$ 158,579</u>	<u>\$ 477,675</u>
<b>LIABILITIES AND FUND BALANCES</b>							
Liabilities:							
Accounts payable	\$ 781	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 781
Interfund payable	27,846	-	63,534	53,279	-	-	144,659
Total liabilities	<u>28,627</u>	<u>-</u>	<u>63,534</u>	<u>53,279</u>	<u>-</u>	<u>-</u>	<u>145,440</u>
Fund balances:							
Unreserved, undesignated	(8,044)	17,631	4,154	(51,080)	213,490	158,579	334,730
Total liabilities and fund balances	<u>\$ 20,583</u>	<u>\$ 17,631</u>	<u>\$ 67,688</u>	<u>\$ 2,199</u>	<u>\$ 213,490</u>	<u>\$ 158,579</u>	<u>\$ 480,170</u>

**SCHEDULE 5**  
**CLAREMONT SCHOOL DISTRICT**  
*Nonmajor Governmental Funds*  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**For the Fiscal Year Ended June 30, 2008**

	Special Revenue Funds						Total
	Food Service	Adult Education	21st Century	Dental Initiative	Restricted	Trust Income	
Revenues:							
Local	\$ 258,480	\$ 14,511	\$ 438,687	\$ 80,304	\$ 161,866	\$ 20,076	\$ 973,924
State	8,689	-	250,668	19,420	18,300	-	297,077
Federal	298,813	-	-	-	-	-	298,813
Total revenues	<u>565,982</u>	<u>14,511</u>	<u>689,355</u>	<u>99,724</u>	<u>180,166</u>	<u>20,076</u>	<u>1,569,814</u>
Expenditures:							
Current:							
Instruction	-	41,426	626,707	82,726	97,036	-	847,895
Support services:							
Student	-	-	-	-	-	19,008	19,008
Non-instructional services	583,434	-	-	-	-	-	583,434
Total expenditures	<u>583,434</u>	<u>41,426</u>	<u>626,707</u>	<u>82,726</u>	<u>97,036</u>	<u>19,008</u>	<u>1,450,337</u>
Excess (deficiency) of revenues over (under) expenditures	(17,452)	(26,915)	62,648	16,998	83,130	1,068	119,477
Other financing sources:							
Transfers in	-	41,000	-	-	-	-	41,000
Net change in fund balances	(17,452)	14,085	62,648	16,998	83,130	1,068	160,477
Fund balances, beginning	9,408	3,546	(58,494)	(68,078)	130,360	157,511	174,253
Fund balances, ending	<u>\$ (8,044)</u>	<u>\$ 17,631</u>	<u>\$ 4,154</u>	<u>\$ (51,080)</u>	<u>\$ 213,490</u>	<u>\$ 158,579</u>	<u>\$ 334,730</u>

**SCHEDULE 6**  
**CLAREMONT SCHOOL DISTRICT**  
*Student Activities Funds*  
**Combining Schedule of Changes in Assets and Liabilities**  
**For the Fiscal Year Ended June 30, 2008**

	<u>Balance, beginning</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance, ending</u>
<b>ASSETS</b>				
Cash and cash equivalents:				
Bluff School	\$ 2,360	\$ 6,892	\$ 7,464	\$ 1,788
Disnard Elementary School	1,931	8,371	9,279	1,023
Junior High athletic	164	7,500	6,652	1,012
Maple Avenue Elementary School	3,436	16,192	15,133	4,495
Stevens High School	67,171	179,755	177,363	69,563
Stevens High athletic	1,383	34,794	33,914	2,263
Total assets	<u>\$ 76,445</u>	<u>\$ 253,504</u>	<u>\$ 249,805</u>	<u>\$ 80,144</u>
<b>LIABILITIES</b>				
Due to student groups	<u>\$ 76,445</u>	<u>\$ 253,504</u>	<u>\$ 249,805</u>	<u>\$ 80,144</u>

**SINGLE AUDIT ACT SCHEDULES  
AND INDEPENDENT AUDITOR'S REPORTS**



# PLODZIK & SANDERSON

*Professional Association/Accountants & Auditors*

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***REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS***

To the Members of the School Board  
Claremont School District  
Claremont, New Hampshire

We have audited the governmental activities, each major fund, and the aggregate remaining fund information of the Claremont School District as of and for the year ended June 30, 2008, and have issued our report thereon dated May 5, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

***Internal Control Over Financial Reporting***

In planning and performing our audit, we considered the Claremont School District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Claremont School District's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

***Compliance and Other Matters***

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

**Claremont School District  
Report on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements  
Performed in Accordance with Government Auditing Standards**

This report is intended solely for the information and use of management, the school board, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Shirley A. Colby, CPA*

May 5, 2009

PLODZIK & SANDERSON  
Professional Association



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## **REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

To the Members of the School Board  
Claremont School District  
Claremont, New Hampshire

### ***Compliance***

We have audited the compliance of the Claremont School District with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement that are applicable to each of its major federal programs for the year ended June 30, 2008. The Claremont School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the School District's management. Our responsibility is to express an opinion on the Claremont School District's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Claremont School District's compliance with those requirements.

In our opinion, the Claremont School District complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2008. However, the results of our auditing procedures disclosed instances of noncompliance with those requirements, which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying schedule of findings and questioned costs as items 08-01, 08-02 and 08-03.

### ***Internal Control Over Compliance***

The management of the Claremont School District is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the School District's internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Claremont School District's internal control over compliance.

A control deficiency in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the entity's internal control.

**Claremont School District**  
**Report on Compliance with Requirements Applicable to Each Major Program and Internal Control Over**  
**Compliance in Accordance with OMB Circular A-133**

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the entity's internal control.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

The Claremont School District's response to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit the Claremont School District's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of management, the school board, others within the entity, and federal awarding agencies and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.

May 5, 2009

*Gregory A. Cally, CPA*

PLODZIK & SANDERSON  
Professional Association

**SCHEDULE I**  
**CLAREMONT SCHOOL DISTRICT**  
*Schedule of Findings and Questioned Costs*  
*For the Fiscal Year Ended June 30, 2008*

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**SECTION I - SUMMARY OF AUDITOR'S RESULTS**

**A. Financial Statements**

1. The auditor's report expresses an unqualified opinion on the financial statements.
2. There were no material weaknesses identified relating to the internal control over financial reporting.
3. There were no significant deficiencies identified which were not considered material weaknesses relating to the internal control over financial reporting.
4. There were no instances of noncompliance material to the financial statements identified.

**B. Federal Awards**

1. There were no material weaknesses identified relating to the internal control over major programs.
2. There were no significant deficiencies identified which were not considered material weaknesses relating to the internal control over major programs.
3. The auditor's report on compliance for major programs expresses an unqualified opinion.
4. Audit findings required to be reported in accordance with Circular A-133 are reported in Section III of this schedule.
5. The programs tested as major programs are CFDA No. 84.010: Title I Grants to Local Educational Agencies, the Special Education Cluster, and CFDA No. 84.367: Improving Teacher Quality State Grants.
6. The threshold for distinguishing between Types A and B programs was \$300,000.
7. The Claremont School District was determined not to be a low-risk auditee.

**SECTION II - FINANCIAL STATEMENT FINDINGS**

NONE

**Auditor  
Reference  
Number.**

**SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS**

**08-01 U.S. Department of Education passed through the State of New Hampshire Department of Education:  
CFDA No. 84.010: Title I Grants to Local Educational Agencies**

**Criteria:** Indirect cost requirements include that a School District cannot charge more than the allowable amount to the project.

**Condition:** Indirect costs charged to New Hampshire project No. 82515 were over the allowable amount by \$37.15, and project 84807 was overcharged by \$359.92.

**Effect:** The School District was not in compliance with indirect cost requirements.

**Recommendation:** We recommend that District personnel be more aware of the allowable amount of indirect costs based on the rate approved by the State, and monitor charges to indirect costs accordingly.

**Management Response:** There are several district personnel directly involved with the accounting for grants and who have been for many years. Through oversight, these two errors occurred, have been brought to the attention of the personnel involved, and care will be taken to ensure that errors like these two do not recur.

*SCHEDULE I (Continued)*  
**CLAREMONT SCHOOL DISTRICT**  
*Schedule of Findings and Questioned Costs*  
*For the Fiscal Year Ended June 30, 2008.*

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**Auditor  
Reference  
Number**

**08-02 U.S. Department of Education Passed Through the State of New Hampshire Department of Education:  
Special Education Cluster**

**Criteria:** The State of New Hampshire Department of Education equipment standards require that equipment purchased with federal funds costing more than \$100 and having a useful life of one year or more be inventoried and affixed with an inventory tag supplied by the Department.

**Condition:** The inventory reports for the special education cluster were missing nine items, and included an item that was not purchased with federal funds.

**Effect:** The School District is not in compliance with the requirements over equipment.

**Recommendation:** We recommend that the School District prepare a listing of purchased equipment annually, and review expenditure ledgers for equipment purchases.

**Management Response:** A revised inventory report was provided to the State of New Hampshire Department of Education in January 2009. Procedures for tracking and reporting equipment have been revised and updated.

**08-03 U.S. Department of Education Passed Through the State of New Hampshire Department of Education:  
CFDA No. 84.367: Improving Teacher Quality State Grants**

**Criteria:** According to the Elementary & Secondary Education Act, Section 9501, Subsection (d)(1), the control of funds used to provide services to private school children, teachers, etc., and title to material, equipment, and property purchased with those funds, shall be in a public agency for the uses and purposes of this Act, and a public agency shall administer the funds and property. Also, the provision of services to the private school shall be provided by employees of a public agency; or through contract by the public agency with an individual, association, agency, organization, or other entity.

**Condition:** The School District made payments directly to the two private schools participating in the program for their costs associated with grant activity.

**Effect:** The School District is not in compliance with the requirements over cost principles as stated above.

**Recommendation:** We recommend that the participating private schools submit invoices to the School District so that the School District can pay the vendors or employees directly.

**Management Response:** The errors described have been brought to the attention of the personnel involved, the grant requirements have been reviewed with personnel involved, and better supervision will be exercised in the future to ensure that grant requirements are followed.

**SCHEDULE II**  
**CLAREMONT SCHOOL DISTRICT**  
*Schedule of Expenditures of Federal Awards*  
*For the Fiscal Year Ended June 30, 2008*

FEDERAL GRANTOR/PASS THROUGH GRANTOR/PROGRAM TITLE	CFDA Number	Pass Through Grantor's Number	Expenditures
<b>U.S. DEPARTMENT OF AGRICULTURE</b>			
CHILD NUTRITION CLUSTER			
Passed Through the State of New Hampshire Department of Education			
School Breakfast Program	10.553	N/A	\$ 18,342
National School Lunch Program	10.555	N/A	280,196
<i>CLUSTER TOTAL</i>			<u>298,538</u>
Child and Adult Care Food Program	10.558	N/A	275
<b>U.S. DEPARTMENT OF EDUCATION</b>			
Passed through the State of New Hampshire Department of Education			
Adult Education - State Grant Program:			
Adult Basic Education/Adult Learner	84.002	87001	54,255
Adult High School	84.002	87300	11,783
Adult High School for Special Needs	84.002	87601	5,378
<i>PROGRAM TOTAL</i>			<u>71,416</u>
Title I Grants to Local Educational Agencies:			
Tutoring in Reading	84.010	70021	8,315
Tutoring in Reading	84.010	80023	449,197
Disnard SINI Plan	84.010	80175	1,367
SINI Planning for Disnard	84.010	80243	3,141
DINI Implementation	84.010	80255	741
Mckinney-Vento	84.010	80701	21,370
<i>PROGRAM TOTAL</i>			<u>484,131</u>
Career and Technical Education - Grants to States:			
Perkins Program Improvements	84.048	75012	1,721
Perkins Program Improvements	84.048	85016	98,661
<i>PROGRAM TOTAL</i>			<u>100,382</u>
<b>SPECIAL EDUCATION CLUSTER</b>			
Special Education - Grants to States:			
IDEA-B	84.027	72591	30,248
IDEA-B	84.027	82515	529,723
Special Education - Preschool Grants:			
Preschool	84.173	72779	64
Preschool	84.173	82715	18,812
<i>CLUSTER TOTAL</i>			<u>578,847</u>
Safe and Drug-Free School and Communities - State Grants:			
Health & Personal Safety	84.186	76562	562
Health & Personal Safety	84.186	86521	14,962
<i>PROGRAM TOTAL</i>			<u>15,524</u>

(Continued)

**SCHEDULE II (Continued)**  
**CLAREMONT SCHOOL DISTRICT**  
*Schedule of Expenditures of Federal Awards*  
*For the Fiscal Year Ended June 30, 2008*

FEDERAL GRANTOR/PASS THROUGH GRANTOR/PROGRAM TITLE	CFDA Number	Pass Through Grantor's Number	Expenditures
Tech-Prep Education	84.243	75052	6,072
State Grants for Innovative Programs:			
Innovative Programs	84.298	76021	3,117
Innovative Programs	84.298	86021	1,840
PROGRAM TOTAL			<u>4,957</u>
Education Technology State Grants:			
Sugar River Center	84.318	64593	7,144
Title IID	84.318	74441	307
Sugar River Center	84.318	74593	146,865
Enhancing Thru Technology	84.318	84441	10,324
Claremont SRPDC	84.318	84593	3,000
PROGRAM TOTAL			<u>167,640</u>
Special Education - State Personnel Development	84.323	82922	8,308
Teacher Quality Enhancement Grants	84.336	74616	1,166
Reading First State Grants:			
Disnard Reading First	84.357	70755	18,253
Bluff Reading First	84.357	70756	9,904
Disnard Reading First	84.357	80755	175,052
Bluff Reading First	84.357	80756	171,038
PROGRAM TOTAL			<u>374,247</u>
Rural Education:			
REAP	84.358	76253	2,076
REAP	84.358	86253	19,803
PROGRAM TOTAL			<u>21,879</u>
Improving Teacher Quality State Grants:			
Professional Development	84.367	74807	82,249
Extended Professional Development	84.367	84689	36,829
Professional Development	84.367	84807	198,436
PROGRAM TOTAL			<u>317,514</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>			
Passed through the State of New Hampshire			
Department of Education			
Temporary Assistance for Needy Families	93.558	87058	33,236
<b>GRAND TOTAL</b>			<u><u>\$ 2,484,132</u></u>

The notes to the schedule of expenditures of federal awards are an integral part of this schedule.

**CLAREMONT SCHOOL DISTRICT**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE FISCAL YEAR ENDED**  
**JUNE 30, 2008**

**NOTE A - SIGNIFICANT ACCOUNTING POLICIES**

The accompanying schedule of expenditures of federal awards is prepared on the modified accrual basis of accounting, whereby transactions are recorded in the same manner as in the governmental fund financial statements.

**NOTE B - FOOD DONATION**

Nonmonetary assistance is reported in the schedule at the fair market value of the commodities on the date received.

## CLAREMONT SCHOOL BOARD

Revised 9/17/2009

NAME	ADDRESS	PHONE	E-MAIL	SWORN IN	TERM	RE-ELECTION
Colby Casey	10 Nelmar Heights Claremont, NH 03743	542-3944 (H) 542-7010 (W)	detectives@claremontnh.com	3/21/2007	3 Years	Mar-10
Mary Dakin (SAU Treasurer 2009-10)	3 Hodgkins Terrace Claremont, NH	542-2969 (H)	mdakin62@comcast.net	4/1/2009	3 Years	Mar-12
John Napsey (Chair: 2009-10)	377 Chestnut Street Claremont, NH 03743	542-5193 (H) 543-1200 (W) 1-800-370-1218 (fax)	johnnapsey@aol.com jnape@adelphia.net	3/19/2008	3 Years	Mar-11
Steve Phelps	193 Pleasant St Claremont, NH 03743	372-2254 (H & Cell)	nh.ocean@myfairpoint.net	3/18/2009	3 Years	Mar-12
D. Putnam (Vice Chair 2009-10)	25 Bible Hill Road Claremont, NH 03743	543-9992 (W) 542-8523 (H) 542-7786 (Fax)	davputnam@comcast.net	3/19/2008	3 Years	Mar-11
Chris Shaban	36 Roberts Hill Road Claremont, NH 03743	542-9817(H) 603-943-4760 (cell)	ckshaban@comcast.net	4/1/2009	3 Years	Mar-12
Christine Terrell	46 Ridge Avenue Claremont, NH 03743	542-0431 (H)	ctt@ceasoftware.com	3/21/2007	3 Years	Mar-10

### CORNISH SCHOOL BOARD

Karen Jameson	336 Center Road Cornish, NH 03745	675-9172 (H) 542-1848 (W)	qb.karen@dianalovecenter.org	3/16/2009	1 Year	Mar-10
Corinne Kellher	22 Mistler Drive Cornish Flat, NH 03745	675-5405 (H) 675-9280 (W)	ckellher@myfairpoint.net	3/16/2009	3 Years	Mar-12
Kathleen Maslan	PO Box 444 Cornish Flat, NH 03746	542-2371 (H) 469-3250 (W)	filmaslan@valley.net	3/13/2008	3 Years	Mar-11
Dr. William Palmer (Chair 2009-10)	80 Littlel Road Cornish, NH 03745	802-674-7300 or 7312 (W) 802-674-7314 (Fax)	William.Palmer@mahhc.org	3/16/2009	3 Years	Mar-12
Kristi Stevens (SAU Vice Chair 2009-10) (Cornish Vice Chair 09-10)	PO Box 213 Cornish Flat, NH 03746	(603) 504-6473 (H) (802) 674-6733 (W-Mon-Wed)	kristinatecam@comcast.net	3/13/2008	3 Years	Mar-11

### UNITY SCHOOL BOARD

Christen Eaton (SAU Chair 2009-10) (Unity Chair 2009-10)	74 Church Road Claremont, NH 03743	603-738-5181 (cell) 543-1441 (H)	cteaton77@yahoo.com	4/10/2007	3 Years	Mar-10
Prudence McCormick (Unity Vice Chair 2009-10)	PO Box 252 Goshen, NH 03752	863-4812 (H)	mccormickpru@aol.com	4/14/2009	3 Years	Mar-12
Shawn Randall	64 North West Street Charlestown, NH 03603	542-0359 (H) 543-3571 (W) 477-1180 (Cell)	cluggednozzle@netzero.com	4/8/2008	3 Years	Mar-11



**Family School Connections of Claremont CCR&R**  
*A Member of the NH Childcare Resource and Referral Network*

Top Five Paid Employees in the Claremont School District

1. Jacqui Guillette, Superintendent Claremont District--\$109,290 Annually
2. Allen Damren, Asst. Superintendent Claremont Dist.--\$93,034 Annually
3. Elaine Arbour, Dir. of Curriculum and Instruction-----\$77,000 Annually
4. Ryan Fairchild, SPED Director-----\$83,000 Annually
5. Paul Couture, Principal Stevens High School-----\$82,669 Annually

## ATTACHMENT G

### **Linda L. Davies**

79 E Thetford Rd.  
Lyme, NH 03678  
Phone: 603-795-4126  
Lldavies1129@msn.com

**OBJECTIVE:** To support and enhance the lives of both children and adults. To learn new skills in the field of health care that supports and enhances the lives of both children and adults.

### **MAJOR ACCOMPLISHMENTS:**

- \*Developed Parent/Child programs for three not for profit agencies.
- \*Twelve years experiences with not for profit agencies.
- \*Successfully wrote as well as implement Requests for Proposals in not for profit arena.
- \*Developed and facilitated a for profit child development center for employees of Universal Studios in California.
- \*Responsible for the enrollment of the program as well as the quality of the program.
- \*Responsible for blending the culture of a childcare center with the movie industry.
- \*Developed and managed a childcare model in Wellesley Massachusetts.
- \*Developed program, hiring teachers, and enrolling families.

### **EXPERIENCE:**

July 2007 **Family School Connections of Claremont** **Claremont, NH**  
To Executive Director

Present Program development for city wide extended learning programs. From birth to 18 years of age. Comprehensive scope of services With Parents as Teacher, Child Care Resource and Referral, School age programs, Middle school programs and teen program that makes an impact on the future of Claremont's future.

January 2007 **Dartmouth Hitchcock Medical Center** **Lebanon, NH**  
To LNA

May 2007 Applied for DHMC's LNA training program in November of 2006. Out of 150 applicants, 12 were selected. Of the 12 selected 10 were in house candidates, and 2 of us were from outside of DHMC. The training was 60 hours of theory and 60 hours of clinical experience. I worked as an LNA in the Medical Surgical unit at the hospital.

January 1992 **Bright Horizons Family Solutions**  
To Program Director/Program Developer

January 2007

Have successfully administered five Child Development Centers over the past 14 years. Opened the first West Coast Child Care Center for Bright Horizons. Company currently has 50 centers on the western coast of the United States.

Developing programs that support and enhance the lives of children from 3 months to 5 years of age.  
 Implemented parenting programs to keep parent involved with their children's development.  
 Successfully managed large budgets as well as marketing campaigns to increase enrollment and center visibility.

September 2000 **Kendal at Hanover** **Hanover, NH**  
 To Therapeutic Recreational Specialist  
 January 2002

Spent one and half years working with the elderly at a Continuity of Care Facility in New Hampshire.  
 Developed and implemented programs within the health care unit.  
 Worked closely with families regarding quality of life issues for their parents.  
 Collaborated with a multi disciplinary team to set goals for the residents.  
 Developed and implemented a pet therapy program that supported the entire

facility.

**EDUCATION:**

2010 **Lesley University** **Cambridge, MA**  
CAGS Expressive Therapy

Working towards a certificate of advanced graduate studies in Expressive Therapy. Have taken the expressive therapy intensives.

2007 **DHMC** **Lebanon, NH**  
Licensed Nursing Assistant

Successfully completed the Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital's, Licensed Nursing Assistant Training Program. January 15, 2007 – February 15 2007.

2005 **University of Massachusetts** **Boston, MA**  
Certified Alcohol and substance abuse Counseling

Received a certificate to help support families of children with special needs within a community setting. This certificate adds to my MS degree and gives an additional knowledge base to my experience.

2001 **New Hampshire Community Technical College** **Claremont, NH**  
Certified Working with parents of children with Special Needs

Received a certificate to help support families of children with special needs within a community setting. This certificate adds to my MS degree and give an additional knowledge base to my experience.

2001 **New Hampshire Community Technical College** **Claremont, NH**  
Certified Human Services Assessments

Expanding my knowledge in the field of Human Services assessment and service plans to better assist the cliental who I work with.

Claremont School District/Family School Connections  
 Childcare Resource and Referral

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1982 **Wheelock College** **Boston, MA**  
Master of Science Human Development  
Focus on the development of children 0 to 10 years of age.

1980 **University of Massachusetts** **Boston, MA**  
Bachelor of Science Psychology/Sociology  
Focus on gerontology.

**ACTIVITIES:**

Lifetime member of NAEYC  
Parent Educator  
Pet Therapy Educator

**KEYWORD SUMMARY:**

Successful program developer. Intuitive, great leadership skills, honest, hard worker, and extremely creative.

# CATHY PARADIS

31 School Street  
Claremont, NH 03743  
603-542-6070  
[cl\\_paradis@hotmail.com](mailto:cl_paradis@hotmail.com)

**OBJECTIVE:** To use my knowledge, experience, and love of Early Childhood Development to better serve children and their families in their search for high-quality childcare and meaningful preschool experiences

**EDUCATION:** Associates in Science Degree in Early Childhood Education  
Spring 2004

Currently enrolled in BA program at Granite State College in Claremont to obtain Bachelor's Degree in Behavioral Science-Expected date of Graduation is Winter 2009.

## RELATED EXPERIENCE:

**FSC Childcare Resource and Referral Specialist, FSC, Claremont School District, Claremont, NH.** October 2002 till present. I provide childcare referrals to families in Sullivan and lower Grafton Counties. I work with childcare providers in both counties assisting them with training needs and technical assistance as needed. I work with potential childcare providers, helping them to achieve legal License/Exempt status and work towards licensing status.

**Lead Teacher, SCS Head Start, Claremont, NH.** September 1993-September 2002. I began my position at Head Start as a Teacher's Assistant. I assisted with the daily operation of a preschool classroom of eighteen four and five year old children. I assisted the teacher in paperwork, classroom preparation and daily routines. In 1998, I completed the CDA program and became a lead teacher and assumed the responsibility of providing and planning a nine month program of high quality learning experiences to support, foster and develop a love of learning in preschool age children. I worked closely with parents and early childhood providers.

**Parent Volunteer, Claremont Head Start, Claremont, NH.** September 1990-May 1993-I volunteered for three years as a parent volunteer, policy council member, and Parent Committee President while my children were enrolled at the center.

**Dispatcher, Special Information Services, Newport, NH.** 1988-1989-My duties included monitoring alarm systems, answering service operator, typing, and filing.

**Waitress, Grey Ledges Restaurant, Grantham, NH.** 1983-1986.

## Additional Information:

I am currently a single mother and live with my nineteen year old daughter who attends Columbia College in Chicago and is pursuing her teaching degree. I have two other children, a twenty-two year old son and my oldest daughter who is thirty-one. I am a proud grandmother of two beautiful granddaughters. I was a licensed foster parent for 8 years. I am back in school as stated above, working on my BA in Behavioral Science which I will have in December of 2009.

I am currently credentialed at Director, Level 1 through the NH Early Childhood Professional Development System.

Claremont School District/Family School Connections  
Childcare Resource and Referral

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**Elise Lacasse**

162 Broad Street  
Claremont, NH 03743  
T(603)477-8121

eliselacasse@hotmail.com

## **PROFILE**

Over the course of the past two years I have had the pleasure of acquainting myself with children and teens ranging in all ages. I have had an opportunity to become part of and better understand the meaning and feeling of community. Working with children, teens, parents and families within this community has shaped me professionally and has made me a stronger leader and person. I hope to help provide opportunities. I work to support the relationships among teens with their families, school and the relationship that they each have with themselves.

## **EXPERIENCE**

### **Youth Leader, Claremont Youth Center, Family School Connections- November, 2007-current**

Leading and working with teens to enrich, empower and foster growth within their lives. Supporting student relationships with parents, family, school life and school work. Working along side the site supervisor to create programming, opportunities and success with homework help, community service, youth action projects, youth coalitions, substance abuse prevention, fundraising, family nights, art projects and over all educational and Social/emotional well being.

### **Administrative Assistant, Family School Connections- December, 2008-Current**

Assisting the Director and site coordinators. Collecting, organizing and maintaining family and student information for after school programming and vacation day camps. Assisting with payroll, Purchase requisitions, office duties, making flyers and marketing tools.

### **Camp E junior, Summer Counselor- Family School Connections- Summer 2009**

Working part time at a day camp with three, four and five year old children.

### **Camp Energy, Summer Counselor- Family School Connections- Summer 2008**

Working as a day camp counselor for children first through the eighth grade.

### **Substitute Teacher, Claremont School District- September-December 2008**

Substitute Teaching kindergarten through High school aged students within the Claremont School District.

### **Studio Assistant, New Hampshire Institute of Art- 01/05/2007- 05/15/07**

Assisting Instructors and visiting artists. Responsible for maintaining, cleaning and organizing printmaking facilities. Assisting Students with their work and the studio's equipment.

## **EDUCATION**

Stevens High School-2003-Diploma

River Valley Community College- Spring 2008- Leadership and Group Dynamics Course- 3 credits

New Hampshire Institute of Art, Manchester, New Hampshire — Bachelor of Fine Arts Degree, 2007

Claremont School District/Family School Connections  
Childcare Resource and Referral

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