STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
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October 9, 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 White Mountain Community Health Center (WMCHC), (Vendor #174170) Conway, New Hampshire in the amount of one-hundred and two thousand and three hundred dollars ($102,300) to conduct Child Care Resource and Referral services for the Conway 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	$26,616.27
SFY 2011	102-500731	Contracts For Program Services	40035201	$53,232.53
			Subtotal	$79,848.80

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	$7,483.73
SFY 2011	102-500731	Contracts For Program Services	40130551	$14,967.47
			Subtotal	$22,451.20
			Total	$102,300.00

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, $22,451.20 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). WMCHC was the only agency to submit a proposal for the Conway 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, bi-lingual, special needs and non-traditional hours.

Source of Funds: 100% Federal Funds.

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

APPENDIX A

Proposal Evaluation Summary All Catchment Areas

Child Care Resource & Referral Programs - RFP 10-DCYF-CDB-RR-10

	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
Bidder Name:	**Easter Seals NH**	**White Mnt 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	92.8	86.0	95.4
Value 10% of Total	8.9	8.6	9.3	8.6	9.5
Experience - Up to 20 Points each criteria					
Subtotal Average Points Experience	96.4	87.2	93.6	96.0	92.2
Value 25% of Total	24.1	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	81.0	84.6	87.4
Value 25% of Total	21.8	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	91.4	89.6	90.2
Value 30% of Total	26.7	26.0	27.4	26.9	27.1
Other - Up to 20 Points each criteria					
Subtotal Average Points Other	91.0	83.6	91.2	96.0	89.2
Value 10% of Total	9.1	8.4	9.1	9.6	8.9
Grand Total	**90.6**	**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.

1.1 State Agency Name Dept. of Health and Human Services Division for Children, Youth & Families Child Development Bureau	**1.2 State Agency Address** 129 Pleasant St. Concord, NH 03301
1.3 Contractor Name White Mountain Community Health Center	**1.4 Contractor Address** 298 White Mountain Highway P.O. Box 2800 Conway, NH 03818

1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
603-447-1700	05-95-40-403510-5689-102	June 30, 2011	$102,300

1.9 Contracting Officer for State Agency Patrick McGowan	**1.10 State Agency Telephone Number** 603-271-4843
1.11 Contractor Signature Patricia McMurry	**1.12 Name and Title of Contractor Signatory** Patricia McMurry Executive Director

1.13 Acknowledgement: State of NH, County of Carroll

On 9/28/09, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Diane Brothers

DIANE BROTHERS
Notary Public - New Hampshire
My Commission Expires August 19, 2014

1.13.2 Name and Title of Notary or Justice of the Peace

Notary Public

1.14 State Agency Signature Maggie Bishop	**1.15 Name and Title of State Agency Signatory** Maggie Bishop, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel ***(if applicable)***

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Karen Schlager On: 10/13/09

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRAC[illegible]/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 Notwithstan[illegible] any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

Contractor Initials: PMC
Date: 9-28-09

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 iden. 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: JWC
Date: 9-28-09

certificate(s) of insurance shall contai.)lause 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 P/)IES. 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.

Contractor Initials: JMC
Date: 9-28-09

EXHIBIT A
SCOPE OF SERVICES

DATE: September 14, 2009

CONTRACT: Conway D.O. Catchment Area CC Resource and Referral Program

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

CONTRACTOR NAME: White Mountain Community Health Center

ADDRESS: 298 White Mountain Highway, P.O. Box 2800

Conway, NH 03818

TELEPHONE: 603-447-1700

REPRESENTATIVE: Patricia McMurry
TITLE: Executive Director

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 Conway District Office catchment area in need of child care resource, referral, recruitment, and/or educational training.

2. Services To Be Provided:

PROGRAM GOALS

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

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 PMc

Date 9-28-09

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 Conway District Office Catchment areas by:

a. Assuring the CCR&R program shall have access to office space located at White Mountain Highway in Conway to meet with families needing CCR&R services. There shall be specific hours determined that the Program Manager shall be available at the WMCHC office which shall be no less than 10 hours per week as well as at times determined to be more convenient to individual clients. Hours of operation for the CCR&R program shall be 8:30 am – 4:30 pm. These hours shall be posted;

b. Maintaining a toll free number. Voice mail shall be available at all times when the Program Manager is unavailable to directly answer the phone. This voice mail shall inform callers of business hours;

c. Having access to e-mail under the Network of the Memorial Hospital to use in communicating with parents, providers and community members;

d. Providing families & providers with information electronically through email and access to the NHCCRR.org website as well as WMCHC website. WMCHC shall be a hub for information such as, but not limited to health & safety, licensing, product recalls, training opportunities and updates from the CDB and DHHS;

e. Establishing and maintaining a presence in and a working relationship with staff of the local DO and NHEP office so that providers, families, NHEP participants, and DO/NHEP staff can access CCR&R services and ensure that the child care needs of the NH DHHS families, and particularly those of Financial Assistance to Needy Families (FANF) families, are being met;

f. Attending all NHEP orientations, unless notified by the NHEP staff that there is no one attending who has children under the age of thirteen (13) years, during which time families, as well as staff, can access CCR&R services and CCR&R staff can provide information packets for the NHEP participants, which shall include, but not be limited to,

Contractor's Initials SPM

Date 9-28-09

information on quality indicators of child care, interviewing a child care provider and children's growth, and development;

g. Visiting child care programs in an effort to outreach, identify areas of need for child care providers, market their services, develop a relationship with and knowledge of the child care community, and provide technical assistance to improve quality.

No later than January 1, 2010, WMCHC shall notify every Child Care program operating in the Conway District Office catchment area, the DHHS District Office, and NH WORKS office through a written letter that WMCHC is DCYF's Contractor for CCR&R for the Conway District Office catchment area. No later than January 1, 2010 this change shall also be included in a newsletter and communicated at Director's groups and visits;

h. Establishing a Memorandum of Agreement (MOA) with the Family Resource Center (FRC) in Conway. This MOU shall establish quarterly contact with the FRC. Through collaboration efforts, the FRC and CCR&R program shall coordinate some trainings which shall consist of sharing presenters, sharing space and advertising. This MOA shall be submitted on the date indicated in by the Outreach Plan in Attachment E;

i. Having a strong working relationship with the CDB by attending all monthly Network meetings, site visits and having regular contact with the CDB Child Care Program Improvement Specialist. WMCHC shall compile all quarterly and annual reports measuring performance goals in a timely fashion. WMCHC shall also maintain detailed supporting documentation to support these reports that shall be available for review when needed;

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 Conway District Office Catchment area by:

a. Providing stakeholders, businesses and community members with information currently related to child care issues as well as the state of the local community. WMCHC shall disseminate information related to ECE as requested and as opportunities present themselves. WMCHC shall remain an active member of the Chamber of Commerce in Conway allowing CCR&R access to their newsletter to reach the businesses & community members. WMCHC shall bring attention CCR&R services as a member of Bi-State

Contractor's Initials SMC

Date 9-25-09

Primary Care Association. WMCHC shall respond in a timely manner to requests from DHHS;

b. Updating National Association of Child Care Resource and Referral Agencies (NACCRRA) Suite of Data Services (SDS) at least annually as well as on an ongoing basis. At least 80% of the standardized data fields for each group below shall be completed, including those required by the CDB and NACCRRA. This information shall updated through various contacts with providers, families & community members:

(1) For child care providers, updated forms shall be disseminated at least annually. Changes in information shall also be tracked on an ongoing basis as a result of contact via phone and visits. The annual update form shall be sent out both electronically as well as through the mail. Phone calls shall be made to providers after a set amount of time if the forms are not returned. Child care providers shall include all licensed providers (both family and center based) and legally operating license exempt child care providers;

(2) As specific needs for child care are requested through family referrals, these shall be noted and entered into the database. This shall include all family referrals including those receiving services through the DO;

(3) Contacts made with local organizations, businesses and community contacts shall be entered into the database to keep an ongoing collection of important data;

c. Publishing and distributing a quarterly newsletter to:

(1) Inform providers and keep them abreast of many various areas related to the child care field to keep them updated of resources and information, trainings, and policy issues both of their local area but also statewide and nationally; and

(2) Be distributed to all providers. An email list shall been established of at least 75% of all the existing providers and Directors, center based, licensed family and legally operating license-exempt child care providers. The newsletter shall also be sent to interested stakeholders in the community to keep them abreast of happenings in the child care field. Through this email list, the newsletter shall be sent electronically and hard copies shall go to those without email and those that request a hard copy instead of electronic copy;

WMCHC 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 such advertising shall be at the discretion of WMCHC. For profit entities can advertise free of charge in electronic versions of the CCR&R newsletter and e-mail blasts that are sent by WMCHC. 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 (DHHS), the Division for Children, Youth and Families (DCYF), or the Child Development Bureau (CDB);"

d. Distributing information through email regarding ECE and training opportunities offered by WMCHC CCR&R, other NH CCR&R programs, other CDB contractors and other organizations. Also receiving input and feedback from providers when policy, Child Care

Scholarship Program, and quality enhancement initiatives are being revised, email is one method WMCHC shall use. Hard copies shall be sent to those without email capacity. Trainings shall be posted on the NHCCRR website. WMCHC shall maintain current address information for licensed/licensed exempt/school age programs and interested stakeholders so they will have access to these training opportunities. All training opportunities shall be updated at least monthly; 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 parents to providers by:

a. Maintaining the current database with accurate information regarding child care providers using the NACCRRA SDS to assure individualized referrals to families in-person, over the phone or via the website www.nhccrr.org shall occur;

b. Providing free child care consumer education and referral services to families. The Program Manager shall use the criteria for best practices set forth in NACCRRA's Quality Assurance Program. Such best practices include but are not limited to:

(1) Returning phone calls/voice mails within one business day;

(2) Establishing a rapport with the parent, listening actively, asking open ended questions and being sensitive to the needs and time constraints of the parent/client;

(3) Advising parents/clients of the no fee, confidentiality, disclaimer and complaints about CCR&R services policies during a referral call or face to face;

(4) Giving referrals, as well as oral & written consumer education information, in a manner that is sensitive to all families represented in the Conway DO catchment area; and

(5) Presenting families with useful information on quality indicators, average cost of care & any financial assistance information;

c. Providing referrals that shall be appropriate to family preferences and each child's individual needs. Family choice shall be respected. At least 3 referrals shall be given and no more than 15 as recommended by NACCRRA Quality Assurance. Faith-based options shall be available to families that request them;

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d. Providing both written and verbal consultation to all families to support them in their search for child care. Packets shall be sent to families with including at a minimum the following the materials:

(1) Cover letter stating that the services are free and confidential and the disclaimer that any referrals to providers are not intended as recommendations;

(2) A list of child care programs based on their needs and preferences from the licensing list and WMCHC's own list of license-exempt;

(3) A comparison of child care options;

(4) Why choosing Quality Child Care Matters handout including a checklist from NACCRRA called Is This the Right Place for My Child?;

(5) Four Steps to Selecting a Child Care Provider;

(6) Financial Assistance Options;

(7) Summary of NH Child Care Regulations;

(8) Frequently Asked Questions;

(9) A flyer on the Family Resource Center; and

(10)Based on the age(s) of the child(ren), various informational materials are sent on topics such as: biting, child development, and sudden infant death syndrome.

e. Maintaining a strong working relationship with NHEP, Conway DO as well as the CDB's Child Care Program Improvement Specialist to ensure that services of CCR&R through WMCHC shall be fully available to meet the needs of families being served by the NH DHHS;

f. Being available each week (with the exception of vacations and NH CCR&R Network meetings) to assist NHEP clients with children under the age of thirteen (13) years, during which time families, as well as staff, can access CCR&R services and provide information packets for the NHEP participants, which shall include, but not be limited to, information on interviewing a child care provider and children's growth and development. The Program Manager shall routinely visit the NHEP office at each weekly orientation unless notified there are no families attending with children under the age of 13. WMCHC CCR&R shall be available by phone or office hours at other times and:

(1) Continue to work with NHEP clients to ensure that they secure child care as soon as possible. As a component of the one-to-one counseling system, a plan for two week and four week follow-up shall be implemented, with the goal of securing child care services as soon as possible for those NHEP participants who identify themselves as unable to find child care, and are therefore unable to participate in their work/training activities. A tracking system shall be used to facilitate this process;

(2) Have regular contact with the NHEP staff as well as District Office staff and other branches of NHEP such as the Working Futures program. This shall help to ensure

that the services of the CCR&R agency are fully available to the families with whom they are working at different locations and times if so desired; and

(3) Provide one-on-one counseling on child care search activities, at the request of the NHEP participant or at the referral of the NHEP Employment Counselor Specialist (ECS) through various methods and locations chosen by the client. A system of follow-up support at two weeks and four weeks shall be established to provide further support for the participant's search;

WMCHC shall follow all current Division of Family Assistance and DHHS confidentiality policies;

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.

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;

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;

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(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 shall be closed, they shall have to reapply, and they shall 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 shall be closed, they shall have to reapply, and they shall 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;

(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

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2.43 Follow up with 100% of the families assisted by the CCR&R program that can be reached. A minimum of 20% of families shall be followed up with. Several attempts shall be made to contact the families via the phone or email, and then a letter is sent to them. The use of the satisfaction surveys both through phone calls and through email shall be used. The satisfaction survey shall also be available in an electronic form.

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;

(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;

(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;

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(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;

c. Develop an improvement plan after gathering data over the first 6-12 month period through a data system developed by WMCHC. After this period WMCHC shall choose one area in which a family's needs were not met and one area in which referral services were not helpful and develop and implement a plan to improve the service in these two areas. This plan shall be developed within the 6-12 month period of time. The administrative assistant for WMCHC shall be available for the CCR&R program in the development and implementation of this plan;

d. Develop a system of evaluation to assess how well the program is meeting the needs of families to be fine tuned from the previous contract in Carroll County. WMCHC shall continue to use the satisfaction survey that has been previously used but look to update and revise to ensure it addresses every aspect desired in consultation with the CDB. In particular, WMCHC shall address surveying the families on a wait list in addition to families on FANF and all other families. Key indicators shall include, but not be limited to the numbers of families:

(1) Assisted by the CCR&R including the number of FANF clients;

(2) Satisfied with the care they found;

(3) Who chose not to use care;

(4) Who are unable to find care;

(5) Who found the referrals they received helpful;

(6) Found the consumer education they received helpful; and

(7) On the wait list who were able to find care they could afford.

RECRUITMENT

2.5 Recruit child care providers by:

a. Seeking child care providers to fill the unmet needs in the catchment area including but not limited to, infant care and child care during non-traditional hours care. Recruitment effort shall include:

(1) Holding two recruitment events during the contract period;

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(2) Having CCR&R be part of the regularly scheduled staff meetings at WMCHC to explain the program and need for recruiting providers. WMCHC staff shall be made aware of the CCR&R services and they shall make clients aware of the need for child care providers;

(3) Leveraging WMCHC relationship with the Memorial Hospital to bring a connection that WMCHC shall attempt to use advertising at the hospital for the need for providers and especially for the unmet needs;

(4) Connecting with Granite State College System and White Mountains Community College to have specialty flyers given out in all ECE classes and some other human service related fields in order to recruit individuals enrolled in higher education opportunities;

(5) Creating and distributing specialty flyers and bulletins enticing people to become child care providers particularly during non-traditional hours and for infants and toddlers throughout the catchment area. The CCR&R program's toll free number shall be included as the place to call to receive assistance in developing and licensing such care, as well as to learn about training opportunities;

(6) Submitting articles about the need for child care providers, especially for non-traditional hours and infant care to local newspapers. These shall cover both the need for such care as well as how to access assistance in developing such care and obtaining training through the CCR&R program; and

(7) Providing education to businesses, assisting them to understand the complex issues facing families when they work and have children. The outcome of raising this awareness ideally would be to have businesses adopt family friendly policies that meet the need of their employees;

b. Using all methods described in 2.5.a above shall be used to help recruit providers to fill the unmet needs of families on the wait list. Additionally a flyer/brochure shall be developed for friends, neighbors & family providing care to attempt to recruit them to care for additional children and to bring them up to the maximum allowance of caring for 3 children and how this can assist others in their community;

c. Contacting new license exempt providers as identified by the CDB;

d. Raising awareness to all licensed providers of the chance for them to become certified to provide Preventive & Protective Care. Information as to what this means, what it entails, and what they need to do for this certification shall be provided to them with contact information so they can pursue the certification process;

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

(1) The number of new providers added to the database, including licensed and license exempt providers;

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(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. Offering trainings throughout the county in various locations, days of the week and times of the day. Every effort shall made to provide needed and wanted trainings which shall be developed through knowledge of trainings that have been offered and staff requested training and information through Directors groups. All trainings shall be free of charge except when an event is held all day when lunch may be provided and a small cost to cover the food may be charged. WMCHC shall allow providers who do not want to pay for lunch to bring their own;

b. Addressing the Core Knowledge Areas as defined in the Department's publication of the *New Hampshire Early Childhood Professional Development System*. The Core Knowledge Areas to be covered shall be articulated in the training publicity and again during the training. During the course of the contract award period, all of the Core Knowledge Areas shall be addressed;

c. Publicizing the Core Knowledge Areas on all training publicity and also integrating the areas into all trainings throughout the contract period. Since there will be a new system for the Core Knowledge Areas, WMCHC shall do a roll-out of this information when it is finalized. This shall be done through written information, emails, and newsletters and through trainings people attend. All training notices & professional development certificates shall have the Core Knowledge Areas on them;

d. 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 contractor 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;

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e. 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;

f. Not paying CCR&R staff a consultant fee to teach a workshop in their own catchment area, as providing workshops in their own area is a core service required by this contract;

g. Paying their staff a consulting fee if extenuating circumstances arise, for teaching a workshop in their own catchment area upon receiving prior written approval from the CDB. An extenuating circumstance may include, but not be limited to: long travel distances, lack of available qualified presenters, or limited regular working hours;

h. Updating and keeping current the Child Care Basic training workshop kit assigned to their agency;

i. Providing the trainings listed on Attachment B– Preliminary Work/Training Plan;

j. Collaborating with the Water Safety contractor to choose date(s) to hold the training. WMCHC shall assist with finding an appropriate venue, publicizing the Water Safety training, and assisting with the sign-in portion of the training;

k. Accessing information on college courses and funding opportunities, including the CDB tuition assistance and disseminate that information to the child care programs and providers. WMCHC shall publicize higher education opportunities through newsletters, emails and mailings;

l. Collaborating with other contractors and the CDB to maximize the use of training funds, including co-sponsoring training events and providing funds to child care providers to attend a relevant collaborative training;

m. Working collaboratively with other DHHS Contractors and the CDB to plan and implement trainings together so as to assist with meeting the needs of all child care providers;

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

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(3) The dates that each of the required trainings are offered.

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. WMCHC shall:

(1) Be available to provide information and resources through phone contact, email, and face to face contact as the need arises. Through annual visits to programs, at trainings, and through methods such as newsletters and contacts throughout the year, it shall be communicated that the CCR&R program is here to help answer questions and resolve issues. Information on best practices shall be given and if not known by the Program Manager, information shall be sought to provide the appropriate information & resource;

(2) Be available to assist child care providers in developing or updating their Emergency preparedness plan, and providing resources for staff training. WMCHC shall purchase two copies of the *guide Is Child Care Ready? A Disaster Planning Guide for Child Care Resource & Referrals* as well as the supplement guides from NACCRRA to serve as a guide. One copy shall serve as a tool for the Program Manager and the other would be available for lending out to Program Directors. Collaboration with local community members shall be explored so that contacts can be made on the local level with emergency preparedness planning already in progress;

(3) Provide assistance to new and currently operating license exempt providers in the licensing process with the ultimate goal to increase the number of child care opportunities available in the Conway catchment area. WMCHC shall work with the Child Care Licensing Coordinator for this area in an effort to assist providers in the licensing process;

(4) Provide technical assistance to new and existing child care providers who are beginning to address program quality to help them achieve DHHS Licensed Plus designation. The Program Manager shall provide workshops such as Early Learning Guidelines which is a requirement for Licensed Plus as well as individual support for those pursuing Licensed Plus status; and

(5) Provide information & technical assistance to existing providers regarding accreditation through NAEYC and the NAFCC;

b. Encouraging and working with all child care providers to apply for the appropriate level of Early Childhood Credentialing, and through additional training to prepare to apply for a higher level of credential. The Program Manager shall work closely with all child care providers to make them feel valued in their role as professionals. The Manager shall also work to identify solutions to barriers that may exist and support them with the solution. The Program Manager shall provide information and links to educational opportunities. The Program Manager shall also work to provide trainings that are relevant to the child care professional day-to-day work in the classroom; and work with programs to credential staff members at various level of the lattice. The Program Manager shall available to meet with

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individual providers as well as groups of staff members and can provide as much hands on assistance as possible.

WMCHC shall support the Program Manager to attend professional development opportunities for herself to keep up on methods and information that would assist her in providing technical assistance. Included in these opportunities, funding is set aside for one National conference/event in the contract period;

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;

(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 WMCHC's CCR&R services by:

a. Having every participant in trainings sponsored by CCR&R complete an evaluation of their training. The evaluation shall assess the training topic and its usefulness, the presenter and how the information was presented and their knowledge and skills, and if the location, day & time met their needs as well as other training topics they are interested in for the future;

b. Reviewing the results and compiling the data to assist in developing future trainings. This information shall help identify future topics and whether the presenter should be brought back to do additional trainings; and

c. Developing a survey that providers shall complete at least once in the contract period. WMCHC shall use the aspects of the survey that were determined to be helpful, such as types of trainings offered and availability of trainings offered and expand on it to also get input regarding referrals being given, ease of updating information and cultural competence of the CCR&R services.

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TECHNOLOGY

2.7 Utilize technology and build technological capacity by:

a. Maintaining NACCRRA membership;

b. Using the internet to connect to the NACCRRA web server, enter information and access their database. There shall be a portion of the web server to host the NACCRRA SDS program and data. There shall be access to the database at any time by the Administrator of the CDB and other Bureau staff as required. WMCHC shall use NACCRRA SDS to maintain a database and access information;

c. Having a written policy governing the permitted use of child care resource and referral databases, information and other written materials generated from the operation of the CCR&R agency, which shall include prohibitions on the disclosure of individualized information about families or children. WMCHC shall seek the approval of NH DHHS on this policy;

d. Establishing, administering, and updating email lists of child care providers to be used as a frequently method of communication between the Conway CCR&R and child care providers;

e. Remaining authorized to use NH EASY. WMCHC's Program Manager shall work with the CDB and attend any training needed in order to access this system for the wait list and any other functions required;

f. Designating funds in the budget for assistance in the maintenance of 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;

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. WMCHC 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 WMCHC.

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 15th 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;

d. The Department shall reserve the right to make adjustments to attachment A, B, and E after consultation with the contract agency;

e. 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*

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Work-Plan described in Attachment E shall become Attachment B of this contract, after WMCHC submits this document and it is approved by the CDB;

f. 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;

g. Maintaining detailed supporting documentation to support these reports which shall be available for DCYF review upon request;

h. Meeting with the Child Care Program Improvement Specialist for discussion and approvals; and

i. 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 the contracted agency 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: 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	15	30
2	2.4.1.g.(1)	The total number of families receiving referrals.	36	72
3	2.4.1.g.(2)	The number of families receiving referrals with CCR&R assistance.	25	50
4	2.4.1.g.(3)	The number of FANF clients assisted by the CCR&R.	10	20
5	2.4.3.a.(1)	The percent of families successfully surveyed.	40%	40%
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.	2	4
11	2.5.1.e.(2)	The number of new child care opportunities created by new and existing providers.	6	15
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.	4	8
15	2.6.1.n.(1)	The number of Child Care Basics trainings offered.	4	7
16	2.6.1.n.(2)	The number of attendees at Child Care Basics trainings.	40	70
17	2.6.1.n.(3)	The number of other trainings offered.	8	16
18	2.6.1.n.(4)	The number of attendees at other trainings offered by the CCR&R.	80	160
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.	4	8
21	2.6.2.c.(3)	The number of credentials renewed or awarded at a higher level.	3	6

Contractor's Initials JMC

Date 9-28-09

Carroll County Child Care Resource and Referral

Preliminary Workplan and Training Plan
1/1/2010 – 6/30/2011

Activity	Person Responsible	Timelines
Goal 1: The Carroll County CCR&R will outreach to the widest possible number of families in the catchment area and will provide accessible services and supports		
1. Disseminate new WMCHC CCR&R brochure and specialty flyers	Program Manager	February/March 2010 & ongoing
2. Establish MOU with Children Unlimited Family Resource Center & have quarterly meetings	Program Manager	January 2010 & quarterly
3. Continue as active participant in Early Childhood Initiatives in Community	Program Manager	Ongoing
4. Submit article on non-traditional and/or infant care to newspaper	Program Manager	April 2010
5. Attend WMCHC staff meetings	Program Manager	January 2010
6. Explore contributions to other community newsletters	Program Manager	ongoing
7. Advertise in newspapers CCR&R services	Program Manager	Quarterly beginning 2/2010
8. Maintain toll-free number	WMCHC	ongoing
9. Email capacity to send information on referrals	WMCHC	ongoing
10. Provide one-to-one counseling and follow-up for NHEP clients	Program Manager	Weekly
11. Visit new and existing child care providers to maintain and strengthen relationships.	Program Manager	Ongoing
12. A Detailed Outreach Plan will be developed	Program Manager & Executive Director	March 31, 2010

Contractor's Initials JMC
Date 9-28-09

Activity	Person Responsible	Timelines
Goal 2: White Mountain Community Health Center will assess the child care needs within the Conway catchment area, work to develop resources to meet any identified needs and act as a resource of information and data regarding early care and education (ECE).		
1. Maintain the NACCRA database in the community	Program manager	Ongoing
2. Write an article in Chamber of Commerces newsletters	Executive Director & Prog. Manager	February 2010 & ongoing as appropriate
3. Quarterly Newsletter for Child Care providers & stakeholders, community at large	Program Manager	February, May, August, Nov.
4. Develop plan to increase availability and number of non-traditional hour and infant child care settings	Program Manager	March 2010
5. Develop plan with goal to secure child care services for NHEP clients as soon as possible	Program Manager	March 2010
6. Evaluate how well program is meeting needs of families, in particular TANF families	Program Manager and ExecutiveDirector	Quarterly
7. Evaluate how well program is meeting the needs of the child care community and the employers	Program Manager and Executive Director	Quarterly
Goal 3: WMCHC is committed to providing referrals and consumer education to all families seeking out child care referrals and information within Carroll County, particularly those placed on the waitlist and who are receiving FANF		
1. Provide families free referrals to child care that best match their needs	Program Manager	Ongoing
2. Provide support services to families selecting child care	Program Manger	Ongoing
3. Develop tracking and monitoring system for determining success of families finding care that meets their needs	Program Manager and program assistant	February 2010
4. Conduct Wait list Activities	Program Manager	As soon as announced.
5. A tracking system for the wait list clients will be developed.	Program Assistant	February 2010
6. Attend training on NHEASY	Program Manager	When offered by CDB
7. Examine the system of evaluation and find ways to improve the services provided to families through CCR&R.	Program Manager & program ass't	March 2010

Contractor's Initials [illegible]
Date 9-28-09

Activity	Person Responsible	Timelines
Goal 4: WMCHC will increase the accessibility of child care within the Conway catchment area through recruitment efforts of child care providers that will meet the various needs of families.		
1. Develop a detailed recruitment plan to fill unmet needs	Program Manager	April 2010
2. Promote the increase in the number of new and existing programs that achieve licensing and accreditation	Program Manager	ongoing
3. Attend WMCHC staff meeting(s) to promote need of recruiting providers	Program Manager	January 2010
4. Promote credentialing of providers	Program Manager	ongoing
5. Host two recruitment fairs	Program Manager	Spring 2010 & Fall 2010 or Spring 2011
6. Specialty flyers & bulletins disseminated throughout the county.	Program Manager	January 2010 & ongoing
7. Talk with students at White Mountain Community College & Granite State College about careers & opportunities in child care.	Program Manager	Ongoing- each semester
Goal 5: White Mountain Community Health Center will work diligently within the child care community to increase the quality of child care within the Conway catchment area. These training and technical assistance opportunities will increase the knowledge of a wide range of child care related issues including the Early Childhood Core Knowledge Areas.		
1. Information on Core Knowledge Areas (revised) and the Professional Development System (revised) will be disseminated	Program Manager	Ongoing
2. Training calendars will be developed each quarter/season and information out to providers in timely manner	Program Manager	Ongoing
3. Information regarding higher education opportunities and funding sources will be given out to providers on regular basis.	Program Manager	Ongoing
4. Information and support on credentialing will be available through visits, phone calls & staff meetings/trainings. Financial support will also be offered.	Program Manager	Ongoing

Contractor's Initials JMC
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5. Will offer the Emergency Preparedness training and be able to assist child care providers with their Emergency Preparedness Plan and provide suggestions for training & practice opportunities for staff.	Program Manager	Ongoing
6. Work with new and currently existing license exempt providers to become licensed in order to increase the number of opportunities	Program Manager	Ongoing
Activity	**Person Responsible**	**Timelines**
Goal 6: WMCHC will use technology to strengthen the services we provide. This may include, but not be limited to providing referrals and consumer education to families, training to child care providers, attending meetings, and overall information dissemination.		
1. WMCHC will purchase and maintain the NACCRRA membership	Executive Director	January 2010
2. WMCHC will connect to the NACCRRA web server	Program Assistant	January 2010
3. WMCHC will enter data as services provided and access information.	Program Manager	January 2010 & ongoing
4. WMCHC will develop a written Technology policy.	Program Manager, Executive Director, Program Assistant	February 1, 2010
5. Attend NHEASY training	Program Manager & program Assistant	As indicated
6. WMCHC will provide funds set aside for Network website when appropriate	Program Manager	As indicated
7. WMCHC will add CCR&R Program information to their website www.whitemountainhealth.org	Program Assistant & Program Manager	January 2010
Goal 7: WMCHC will work towards meeting NACCRRA Quality Assurance standards in all areas.		
1. WMCHC will complete the NACCRRA Quality Assurance Scoring Sheet of Best Practices Criteria for Core Competencies, Parent Services, and provider services as a self-assessment & needs assessment	Program Manager	September 30, 2010
2. Documentation of items met or partially met will be kept on file in our office for review at the request of the CDB.	Program Manager	September 30,2010

Contractor's Initials JMC
Date 9-25-09

3. A plan will be developed and submitted to the CDB addressing the items partially met or not met.	Program Manager	September 30, 2010

White Mountain Community Health Center
Training Plan
Conway District Office Catchment Area
January 2010 – June 2010

Training	Date	Location	Target # of Participants
Child Care Basics or Beyond including Early Learning Guidelines	March 2010 April 2010 May 2010	Conway Tamworth Wolfeboro	10 per session
Business of Child Care	Spring 2010	Moultonborough	10 per session
Child Care Billing	Spring 2010	Tamworth	10 per session
Recognizing and Reporting Child Abuse and Neglect	Spring 2010	Tamworth	10 per session
Zero to Three Training	February 2010 June 2010	Conway Tamworth	10 per session
Strengthening Families Training	Spring 2010	Ossipee/Wolfeboro	10 per session
Emergency Preparedness Training	Spring 2010	Tamworth	10 per session
Health & Safety	January 2010	Conway	10 per session
Child Guidance & Behavior	Spring 2010	Ossipee	10 per session
Curriculum	Spring/Summer 2010	Conway	10 per session
Child Development/Red Flags	Spring 2010	Wolfeboro	10 per session
Training Plan July 2010 – June 2011			
Child Care Basics or Beyond the Basics including Early Learning Guidelines	September 2010 October 2010 November 2010 March 2011 April 2011 May 2011	Tamworth North Conway Wakefield Conway Moultonborough Wolfeboro	10 per session
Business of Child Care	Spring 2011	Moultonborough	10 per session

Contractor's Initials PM
Date 9-28-09

First Aid/CPR	Spring 2011	Tamworth	10 per session
Emergency Preparedness Training	Spring 2011	Tamworth	10 per session
Strengthening Families Training	January 2011	Tamworth	10 per session
Child Care Billing	November 2010	Conway	10 per session
Recognizing and Reporting Child Abuse and Neglect	Spring 2011	Ossipee	10 per session
Zero to Three Training	October 2010 February 2011 June 2011	North Conway Wolfeboro Tamworth	10 per session
Child Guidance & Behavior	Fall 2010	Tamworth	10 per session
Health & Safety	Spring 2011	Tamworth	10 per session
Curriculum Based	Fall 2010 Spring 2011	Wakefield North Conway	10 per session
Child Development/Red Flags	Spring 2011	Conway	10 per session

Contractor's Initials PM
Date 9-28-09

Agency Name:

Compiled by:

Date:

Contract Period:

Quarter 1 2 3 4 5 6

Vendor #:

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

No.	Contract Section	Performance Measure	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Goal 1/1/10-6/30/10	Ach'vd 1/1/10-6/30/10	Goal SFY 2011	Ach'ved SFY 2011	Total Goal	Total Ach'ved	Status
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/ calulations
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/ calulations
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	

Contractor's Initials

Date

No.	Contract Section	Performance Measure	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Goal 1/1/10-6/30/10	Ach'ved 1/1/10-6/30/10	Goal SFY 2011	Ach'ved SFY 2011	Total Goal	Total Ach'ved	Status
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.***

	Workshop Title	Date	Location (town)	Presenter	Credential	# Attended	Collaborators	Comments
1								(i.e. fee charged)
2								cancelled due to snow
3								
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 JMc
Date 9-28-07

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

Contract Section	Reporting Requirement	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Total Ach'ved	Notes
	Outreach								
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	
	Resources								
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	
	Referral								
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 throug the DO							0	
	Wait list								
2.42.e.(1)	# of familes identified as being put on the wait list							0	
2.42.e.(2)	# of families on the wait list receiving refferals							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 contacs 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	

Contractor's Initials Pm
Date 9-28-0

Contract Section	Reporting Requirement	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Total Ach'ved	Notes
	Follow-up								
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 attepts 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 familiy 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 form the CCR&R							0	
2.43.b.(12)	# of families who found the referrals they received helpful							0	
2.43.b.(13)	# of famlies 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 compentent							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								
	Technical Assistance								
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 PM
Date 9-25-09

Exhibit A Attachment D Coversheet for Quarterly Report

CCR&R Quarterly Narrative Report

Agency Name:
Date: **Quarter:** 1 2 3 4 5 6 **Vendor #:**
Reported prepared by: **Contract Period:**

CDB Liason:

CCR&R Staff	Credential(s) held

Detailed Work Plan submitted (date): **Approved:** ☐Yes ☐No
Due 2/1/10

Technology Policy submitted (date): **Approved:** ☐Yes ☐No
Due 2/1/10

Outreach Plan submitted (date): **Approved:** ☐Yes ☐No
Due 3/31/10

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 JMC
Date 9-28-09

Exhibit A Attachment E. – Conway Required Reports

Documentation required	Submission Deadline
Preliminary work plan – 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.	With Proposal
Detailed work plan – This plan shall be a revised work-plan for the entire contract period, subject to approval by the Administrator of the CDB.	February 1, 2010
Technology Policy	February 1, 2010
Outreach plan – This plan shall be made in order to make the CCR&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&R and specifically targeting outreach to these populations.	March 31, 2010
All publicity that indicates office location, hours, availability to meet with families, phone #s, and email address.	As it is updated
Sign in sheet from NHCCR&R Network Meetings	Monthly
Improvement Plan	TBD
Quality plan - The Contractor shall complete the NACCRRA 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.	September 30, 2010
Service Delivery Maintenance and Improvement Plan - 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.	Within 30 days of Survey Completion.

Contractor's Initials PMC

Date 9-28-09

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 youw 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 PMC

Date 9-28-09

EXHIBIT B

METHOD, SCHEDULE, AND CONDITIONS PRECENT TO PAYMENT

Contract Agency: White Mountain Community Health Center

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 $79,848.80 and CFDA #93.713 made possible by the American Recovery and Reinvestment Act (ARRA) in the amount of $22,451.20. 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 $102,300.00 (one hundred and two thousand and three 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 GM

Date 9-28-09

Exhibit B-1 – Conway Key Personnel Data -

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

Name	Percentage of Time Spent on Project	Annual Salary	Billed to DCYF
Debbie Meader	100%	18,200	18,200
Patricia McMurry	3%	39,366	0
Susan Hargraves	3%	13,732	0

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

Name	Percentage of Time Spent on Project	Annual Salary	Billed to DCYF
Debbie Meader	100%	36,400	36,400
Patricia McMurry	3%	78,733	0
Susan Hargraves	3%	27,464	0

Contractor's Initials

Date 9-28-09

Management Judgments and Estimates

Accounting estimates and assumptions are an integral part of the financial statements prepared by management of the Center and are based upon management's current judgments. Those judgments are normally based upon knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates and assumptions are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

Significant management estimates relate to the allowance for uncollectible accounts and Medicaid related reserves.

We believe management judgments are reasonable.

Preparation of Trial Balance and Financial Statements

We prepared the trial balance for use during the audit. Our preparation of the trial balance was limited to formatting the information in the Center's general ledger into a working trial balance. Also, as part of our audit, we prepared the draft financial statements and related notes from the trial balance. Management has reviewed, approved and takes responsibility for those financials statements and related notes. Our preparation of the financial statements and related notes was made as a convenience and does not indicate a significant deficiency in financial reporting.

Audit Adjustments

There were no significant audit adjustments. The cumulative audit adjustments increased excess revenue over expenses by approximately $5,000.

Increase in unrestricted net assets, unadjusted	$ 27,000
Increase in grant revenue	7,000
Increase in contribution revenue	3,000
Increase in depreciation expense	(6,000)
Other	1,000
Increase in unrestricted net assets, adjusted	$ 32,000

Passed (Unrecorded) Audit Adjustments

There were no passed (unrecorded) audit adjustments.

DRAFT COPY

For Discussion Purposes Only

BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
TELEFAX 603/224-2397

Finance Committee
White Mountain Community Health Center
Conway, NH 03818

We recently completed our audit of the financial statements of White Mountain Community Health Center, "the Center," as of and for the year ended June 30, 2009, and have issued our report thereon dated August 5, 2009. Generally accepted auditing standards in the United States of America require the independent auditor to communicate certain matters related to the conduct of its audit to individuals who have responsibility for oversight of the financial statement reporting process.

Scope of Audit

Our responsibility is to express an opinion on the financial statements based on our audit. This audit was conducted in accordance with generally accepted auditing standards in the United States of America and 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. Our audit also included an assessment of the accounting principles used and significant estimates made by management, as well as an evaluation of the overall financial statement presentation.

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

Significant Accounting Policies

Please refer to Note 1 of the financial statements for a description of significant accounting policies.

NOTE 12 RELATED PARTY TRANSACTIONS (CONTINUED)

In 2009 and 2008 TMH provided monies for the Center to purchase physician services amounting to $35,800 each year and $25,000 to support the dental clinic each year. The Center purchases employee health insurance from TMH's self-funded plan. For the years ended June 30, 2009 and 2008 purchased health insurance amounted to $66,783 and $54,431, respectively.

NOTE 9 FAIR VALUE OF FINANCIAL INSTRUMENTS

Cash and cash equivalents, accounts receivable, other current and noncurrent assets, accounts payable and other current liabilities – The carrying amounts of these items are reasonable estimates of their fair value.

NOTE 10 CONCENTRATION OF RISK

The Center has cash deposits in a major financial institution in excess of $250,000, which exceeds federal depository insurance limits. The financial institution has a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Center's administrative office is located in Conway, New Hampshire. The Center grants credit without collateral to its patients, most of whom are local residents in the towns served by the Center and are insured under third-party payer agreements. At June 30, 2009, Medicaid represented 56% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 11 MALPRACTICE INSURANCE

In 2009 the Center insures its medical malpractice risks on a claims made basis. There were no known malpractice claims outstanding at June 30, 2009, which in the opinion of management, will be settled for amounts in excess of insurance coverage; nor are there any unasserted claims or incidents which require loss accrual. The Center intends to renew coverage on a claims made basis and anticipates that such coverage will be available.

NOTE 12 RELATED PARTY TRANSACTIONS

MDF is also a member of The Memorial Hospital (TMH). TMH also provides the Center with office and clinic space located in Conway, New Hampshire at no cost. In addition, TMH provides various information technology support services to the Center at no cost. For the years ended June 30, 2009 and 2008, in-kind contributions from TMH to the Center were as follows:

	2009	2008
Conway office and clinic space	$ 59,004	$ 59,004
Computer support	21,504	21,504
Total	$ 80,508	$ 80,508

NOTE 6 PROFESSIONAL SERVICES FEES

The Center has agreements with third-party payers that provide for payments to the Center at amounts different from its established rates.

Medicaid, under the health center benefit, reimburses the Association at a statewide prospectively determined rate per service. The prospectively determined rates are not subject to retroactive adjustment.

Medicare, under the health center benefit, reimburses the Association at a statewide prospectively determined rate per service. The prospectively determined rates are not subject to retroactive adjustment.

The Center also has entered into payment agreements with certain commercial insurance carriers. The basis for payment to the Center under these agreements includes prospectively determined rates per visit and discounts from established charges.

A summary of net patient service fees follows:

	2009	2008
Medicaid	$ 457,444	$ 438,646
Medicare	41,952	33,953
Third party insurance	257,871	229,364
Patient pay	106,595	132,325
Total	$ 863,862	$ 834,288

NOTE 7 RETIREMENT PLAN

The Center has adopted a 403(b) retirement plan covering substantially all employees who have completed one year of service. Employees must contribute 1% in order to be eligible. Contributions to the plan amounted to $22,633 and $23,356 for the years ended June 30, 2009 and 2008, respectively

NOTE 8 FUNCTIONAL EXPENSES

The Center provides various services to residents within its geographic location. Expenses related to providing these services for the years ended June 30, 2009 and 2008 follows:

	2009	2008
Program services	$ 1,283,776	$ 1,260,107
Administrative and general	278,399	272,547
Total	$ 1,562,175	$ 1,532,654

NOTE 3 ASSETS LIMITED AS TO USE

The composition of assets limited to use at June 30, 2009 and 2008 is set forth in the following table:

	2009	2008
Cash and equivalents	$ 93,381	$ 83,074
For specific patient services and supplies		
By donors	$ 28,821	$ 18,513
By Board of Directors	64,560	64,561
Total	$ 93,381	$ 83,074

Cash and cash equivalents, included in assets limited as to use, are not considered cash and cash equivalents for cash flow purposes.

NOTE 4 FURNITURE AND EQUIPMENT

The cost and accumulated depreciation of furniture and equipment at June 30, 2009 and 2008 follows:

	2009	2008
Furniture	$ 44,855	$ 44,855
Equipment	179,002	145,975
Total Cost	223,857	190,830
Less, accumulated depreciation	142,481	111,602
Property and Equipment, Net	$ 81,376	$ 79,228

NOTE 5 LINE OF CREDIT

The Center has a $50,000 line of credit with a local bank through November 30, 2009. The line of credit is secured by accounts receivable with interest at the prime rate plus 1.5%, provided that the rate shall at no time be less than 6.5%. There was no outstanding balance at June 30, 2009 and 2008.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Patient Service Revenue

Standard charges for services to all patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Center's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Gifts of Long-lived Assets

Gifts of long-lived assets, such as land, buildings or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets or used to extinguish debt related to long-lived assets, are reported as restricted support. In the absence of explicit donor stipulations about how long those long-lived assets must be maintained, expiration of donor restrictions are reported when the donated, acquired long-lived assets are placed in service, or when gifts of cash are used for the extinguishment of debt related to the long-lived assets.

Excess of Revenue Over Expenses

The statement of operations includes excess of revenue over expenses. Changes in unrestricted net assets, which are excluded from excess of revenue over expenses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

NOTE 2 INVESTMENTS

Investments are stated at fair value and consisted of the following at June 30, 2009 and 2008.

	2009	2008
Equity Securities	$ 2,946	$ 4,409

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Investments

Investments of equity securities with readily determined fair value are reported at market. Investment income, realized gains and losses and unrealized gains and losses are reported as an increase or decrease in unrestricted net assets unless otherwise stipulated by the donor or state law.

Assets Limited As to Use

Assets limited as to use is comprised of donor-restricted cash contributions and cash designated for use by the board of directors.

Property and Equipment

Property and equipment are carried at cost. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Center has been limited by donors to a specific time-period or purpose. Temporarily restricted net assets were specifically restricted for specific patient services. Temporarily restricted net assets amounted to $28,821 and $18,513 for the years ended June 30, 2009 and 2008, respectively.

Permanently restricted net assets have been restricted by donors to be maintained by the Center in perpetuity. For the years ended at June 30, 2009 and 2008, there were no permanently restricted net assets.

Donor Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a donor restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Center

White Mountain Community Health Center (the Center) is a non-stock, non-profit corporation organized in New Hampshire. The Center is exempt from federal income taxes under the Internal Revenue Code Section 501(c)(3). The Center's primary purpose is to provide comprehensive primary and preventative health care services to the residents in the town of Conway and the surrounding community.

Related Party

The Memorial Development Foundation, Inc. (MDF) is the sole member of the Center. MDF acts as a holding company for a network of health care providers, whose primary purpose is to provide integrated health care services, as necessary, to improve the health care status of populations in the town of Conway, NH and the surrounding communities.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JUNE 30, 2009 AND 2008

DRAFT COPY

For Discussion Purposes Only

	2009	2008
Cash Flows From Operating Activities		
Change in net assets	$ 73,547	$ 13,214
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	30,879	25,816
Bad debt expense	29,186	23,263
Restricted contributions	(52,691)	(2,548)
(Increase) decrease in the following assets:		
Patient accounts receivable	(16,893)	(41,451)
Other receivables	19,451	(54,036)
Prepaid expenses	5,493	13,519
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(37,125)	26,549
Accrued payroll and related expenses	10,964	1,153
Deferred revenue	(9,546)	(15,607)
Net Cash Provided (Used) by Operating Activities	53,265	(10,128)
Cash Flows From Investing Activities		
Increase in investments	1,463	(663)
Decrease in assets limited as to use	(10,307)	588
Capital expenditures	(33,027)	(22,420)
Net Cash Used By Investing Activities	(41,871)	(22,495)
Cash Flows From Financing Activities		
Restricted contributions	52,691	2,548
Net Cash Provided by Financing Activities	52,691	2,548
Net Increase (Decrease) in Cash and Cash Equivalents	64,085	(30,075)
Cash and Cash Equivalents, Beginning of Year	278,209	308,284
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 342,294	$ 278,209
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest	$ 82	$ -

(See accompanying notes to these financial statements)

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

STATEMENTS OF CHANGES IN NET ASSETS

FOR THE YEARS ENDED JUNE 30, 2009 AND 2008

DRAFT COPY

For Discussion Purposes Only

	Unrestricted	Temporarily Restricted	Total
Balance, June 30, 2007	$ 425,241	$ 19,103	$ 444,344
Excess of revenue over expense	10,003	-	10,003
Change in unrealized gain on investments	663	-	663
Contributions	-	2,548	2,548
Net assets released for capital acquisition	3,138	(3,138)	-
Change in Net Assets	13,804	(590)	13,214
Balance, June 30, 2008	439,045	18,513	457,558
Excess of revenue over expense	31,810	-	31,810
Change in unrealized gain on investments	(1,463)	-	(1,463)
Contributions	-	52,691	52,691
Net assets released for operations	-	(9,491)	(9,491)
Net assets released for capital acquisition	32,892	(32,892)	-
Change in Net Assets	63,239	10,308	73,547
Balance, June 30, 2009	$ 502,284	$ 28,821	$ 531,105

(See accompanying notes to these financial statements)

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

STATEMENTS OF OPERATIONS

FOR THE YEARS ENDED JUNE 30, 2009 AND 2008

DRAFT COPY

For Discussion Purposes Only

	2009	2008
Operating Revenue		
Net patient service revenue	$ 863,862	$ 834,288
Government and private grants	598,862	608,059
In-kind contributions	80,508	80,508
Net assets released from restrictions	9,491	-
Total Operating Revenue	1,552,723	1,522,855
Operating Expenses		
Salaries and benefits	975,991	961,423
Professional fees and contract services	190,192	184,949
Other operating expenses	146,259	162,106
Program supplies	109,078	94,589
Depreciation	30,879	25,816
Interest expense	82	-
Bad debt expense	29,186	23,263
In-kind contributed expenses	80,508	80,508
Total Operating Expenses	1,562,175	1,532,654
OPERATING LOSS	(9,452)	(9,799)
Other Revenue and Gains		
Contributions	35,642	11,493
Investment income	5,620	8,309
Total Other Revenue and Gains	41,262	19,802
EXCESS OF REVENUE OVER EXPENSES	31,810	10,003
Change in unrealized gain on investments	(1,463)	663
Net assets released from restriction for capital acquisition	32,892	3,138
INCREASE IN UNRESTRICTED NET ASSETS	$ 63,239	$ 13,804

(See accompanying notes to these financial statements)

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

BALANCE SHEETS

DRAFT COPY

JUNE 30, 2009 AND 2008

For Discussion Purposes Only

ASSETS

	2009	2008
Current Assets		
Cash and cash equivalents	$ 342,294	$ 278,209
Investments	2,946	4,409
Patient accounts receivable, net of allowances for uncollectible accounts of $24,976 and $22,635 at June 30, 2009 and 2008, respectively	46,290	58,583
Other receivables	83,037	102,488
Prepaid expenses	21,395	26,888
Total Current Assets	495,962	470,577
Assets Limited As To Use	93,381	83,074
Property And Equipment, Net	81,376	79,228
TOTAL ASSETS	$ 670,719	$ 632,879

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	$ 22,943	$ 60,068
Accrued payroll and related expenses	70,893	59,929
Deferred revenue	45,778	55,324
Total Current Liabilities	139,614	175,321
Net Assets		
Unrestricted	502,284	439,045
Temporarily restricted net assets	28,821	18,513
Total Net Assets	531,105	457,558
TOTAL LIABILITIES AND NET ASSETS	$ 670,719	$ 632,879

(See accompanying notes to these financial statements)

DRAFT COPY
For Discussion Purposes Only
BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
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INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

Board of Directors
White Mountain Community Health Center
Conway, New Hampshire

We have audited the accompanying balance sheets of White Mountain Community Health Center, as of June 30, 2009 and 2008, and the related statements of operations, changes in net assets and cash flows for the years then ended. These financial statements are the responsibility of the Center's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards in the United States of America. Those standards require that we plan and perform the audits 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 audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of White Mountain Community Health Center, as of June 30, 2009 and 2008, and the changes in its net assets and its cash flows for the years then ended in conformity with generally accepted accounting principles in the United States of America.

Concord, New Hampshire
August 5, 2009

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 PMC

Date 9-28-09

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 JMC

Date 9-28-07

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEES 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.

White Mountain Community Health Center — From: 1/01/10 To: 06/30/11
Contractor Name — Period Covered by this Certification

Patricia McMurry, Executive Director
Name and Title of Authorized Contractor Representative

Patricia McMurry 9-28-09
Contractor Representative Signature — Date

Contractor's Initials PMc

Date 9-28-09

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-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Patricia McSwiney — Executive Director
Contractor Signature — Contractor's Representative Title

White Mountain Community Health Center — 9-28-09
Contractor Name — Date

Contractor's Initials PMc

Date 9-28-09

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 DMC

Date 9-28-09

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 (l)(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 PMC

Date 9-28-09

CERTIFICATION 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.

Patricia McMurry, Executive Director
Contractor Signature — Contractor's Representative Title

Patricia McMurry — 9-28-09
Contractor Name — Date

Contractor's Initials PMc

Date 9-28-09

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Patricia McMurry — Executive Director

Contractor Signature — Contractor's Representative Title

Patricia McMurry — 9-28-09

Contractor Name — Date

White Mountain Community Health Center

Contractor's Initials PM

Date 9-28-09

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Patricia McMurry
Contractor Signature

Executive Director
Contractor's Representative Title

Patricia McMurry
Contractor Name

9-28-09
Date

Contractor's Initials PMc

Date 9-28-09

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.

(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.

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

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.

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.

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

Division for Children, Youth and Families State of New Hampshire Agency Name	White Mountain Community Health Center Contractor Name
Maggie Bishop Signature of Authorized Representative	Patricia McMurry Contractor Representative Signature
Maggie Bishop Authorized DHHS Representative Name	Patricia McMurry Authorized Contractor Representative Name
Director Authorized DHHS Representative Title	Executive Director Authorized Contractor Representative Title
10/9/09 Date	9-28-09 Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAIN COMMUNITY HEALTH CENTER is a New Hampshire nonprofit corporation formed June 1, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of September A.D. 2009

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Fay Melendy, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of White Mountain Community Health Center.
(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 March 22, 2007:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, DCYF for the provision of

Child Care Resource & Referral services.

RESOLVED: That the Executive Director
(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 28th day of September, 2009.
(Date Contract Signed)
4. Patricia McMurry is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Fay C Melendy
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 28th day of Sept., 2009,

By Fay Melendy.
(Name of Clerk of the Corporation)

Diane Brothers
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: DIANE BROTHERS Notary Public - New Hampshire My Commission Expires August 19, 2014

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID CI
MEMOR-1

DATE (MM/DD/YYYY) 09/01/09

PRODUCER

TD Insurance, Inc. (NNH)
PO Box 1520
North Conway NH 03860
Phone: 603-356-9471 Fax: 603-356-7169

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PROMUTUAL GROUP	18359
INSURER B: Wausau General Insurance Co	26425
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

White Mountain Community
Health Center
PO Box 2800
Conway NH 03818

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY					
A		X COMMERCIAL GENERAL LIABILITY	220831GL	03/01/09	03/01/10	EACH OCCURRENCE	$ 1000000
		CLAIMS MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50000
A		X Hosp. Prof.	220831			MED EXP (Any one person)	$ 5000
		1mil/3mil				PERSONAL & ADV INJURY	$ 1000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 3000000
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 3000000
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY					
A		X OCCUR CLAIMS MADE	220831CU	03/01/09	03/01/10	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
		DEDUCTIBLE					$
		X RETENTION $10,000					$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATUTORY LIMITS X OTHER	
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	WCKZ9144040619	01/01/09	01/01/10	E.L. EACH ACCIDENT	$ 1000000
		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1000000
						E.L. DISEASE - POLICY LIMIT	$ 1000000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Health Care Facility Medical Professional Liability: $1,000,000 Each Person Limit, $3,000,000 Total Limit - Claims Made Coverage - No Deductible

CERTIFICATE HOLDER

NH Department of Health &
Human Services,Division
of Children, Youth & Family
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
TD Insurance, Inc.

ACORD 25 (2009/01)

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

white mountain community health center

with support from the Memorial Hospital

Mission Statement & Values

Revised 2007

The mission of White Mountain Community Health Center is to serve as a safety net healthcare provider serving those who lack the ability to pay for needed services.

298 White Mountain Highway · P.O. Box 2800 · Conway, NH 03818
(603) 447-8900 · Fax: (603) 447-4846 · www.whitemountainhealth.org

DRAFT COPY

For Discussion Purposes Only

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

AUDITED FINANCIAL STATEMENTS

JUNE 30, 2009 AND 2008

DRAFT COPY
For Discussion Purposes Only

CONTENTS

that if, upon review of the Final E[illegible]nditure Report the Department shall disallo[illegible] any expenses claimed by the Contractor as Costs hereunder the Departm[illegible] shall retain the right, at its discretion, to de[illegible] 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 PM

Date 9-28-09

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,

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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:

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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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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.

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(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

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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.

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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

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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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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

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,

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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,

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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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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.

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(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 Unites 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:

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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.

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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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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.

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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-

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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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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, prohibing 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.

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(1) Examine any of the Contractor's/Grantee's or any subcontractor's/subgrantee's records that pertain to and involve transactions relating to this contract/grant or a subcontract/subgrant hereunder; and

(2) Interview any officer or employee regarding such transactions. The Contractor/Grantee shall insert a clause containing all the terms of this section, including this paragraph, in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer/Grant Manager under the Government prime contract.

Whistleblower Protection Notice:

ARRA Section 1553 establishes whistleblower protections that apply to the contractor/grantee, and any sub-contractor/subgrantee pursuant to this agreement. The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5). The Contractor shall include the substance of this clause including this paragraph in all subcontracts. The posted notice required by this clause shall include contact information to report fraud, waste, or abuse to the Inspector General of the federal department that is the source of the ARRA funds for this contract/grant, fraud to the New Hampshire Attorney General's Office Criminal Bureau, and waste or abuse to the Office of Economic Stimulus. A notice for this purpose is available at http://www.nh.gov/recovery/.

4. The Contractor/Grantee agrees to comply with the Emergency Economic Stabilization Act of 2008 requirements (as amended in Section 1608 of the Recovery Act), 12 U.S.C. 5217(b), which provide for the inclusion and utilization, to the maximum extent practicable, of minorities (as such term is defined in section 1204(c) of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (12 U.S.C. 1811 note)) and women, and minority- and women-owned businesses (as such terms are defined in 12 U.S.C.1441a(r)(4) of this title), and individuals with disabilities and businesses owned by individuals with disabilities;

5. The Contractor/Grantee agrees to comply with the National Environmental Policy Act of 1969 (P.L. 91-190) requirements in Section 1609, including requirements for plans and projects to be reviewed and documented in accordance with those processes; and Executive Order 11514; notification of violating facilities pursuant to Executive Order 11738; protection of wetlands pursuant to Executive Order 11990 and State law; evaluation of flood hazards in floodplains in accordance with Executive Order 11988; assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

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(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.

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:

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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);

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(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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funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and
(7) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

The Contractor/Grantee agrees to provide the following data required by the Federal Funding Accountability and Transparency Act, 31 U.S.C. 6101, for both the contractor/grantee and any subcontractor(s)/subgrantee(s):

(1) The name of the entity receiving the award (must match the name used for establishing the entity's DUNS number and Contractor Central Registry);
(2) The amount of the award;
(3) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance Number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
(4) The location of the entity receiving the award and the primary location of performance under the award, including the city State, congressional district, and county;
(5) The DUNS number and Central Contractor Registry numbers of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity; and
(6) Any other relevant information specified by the Office of Management and Budget ("OMB"). Currently no further information is being required by OMB.

This contract requires the Contractor/Grantee to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to the last day of each month, are due no later than the fifth day of each month.

The Contractor/Grantee shall report the following additional information, to the contracting officer or grant manager identified in this contract/grant in an Excel spreadsheet or paper report in the form provided by the State. The State agrees to provide the Contractor/Grantee with a report form that has pre-filled the data elements known to the State:

(1) The Government contract and order number, as applicable;

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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

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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

Contrator's Initials SMC

Date 9-28-09

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), and register with the Central Contractor Registry (CCR, 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 and submitting it to the Contracting Officer or Grant Manager who will submit the form to 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.

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 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

Contrator's Initials JM

Date 9-28-09

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	Total	DCYF Costs	Agency Match	Total
A. Salaries and Wages						
Direct Support Staff	18,205		18,205	36,409		36,409
Indirect / Management Staff		1,592	1,592		3,185	3,185
Total:	18,205	$1,592	$19,797	$36,409	$3,185	$39,594
B. Benefits						
Health and other related	4,530	352	4,882	9,060	704	9,764
Other benefits	1,365		1,365	2,731		2,731
Total:	$ 5,895	$352	$6,247	$11,791	$704	$12,495
C. Staff Training	$1,000		$1,000	$ 2,000		$2,000
D. Professional / Consultant Fees	$3,090		$3,090	$6,180		$6,180
E. Rental Costs		$240	$240		$480	$480
F. Rental, Lease, or Purchase of Minor Equipment	$250		$250	$500		$500
G. Advertising		$1,000	$1,000		$2,000	$2,000
H. Consumable Supplies	$75	$75	$150	$150	$150	$300
I. Food	$200		$200	$400		$400
J. Travel						
In-State Transportation	750		750	1500		1,500
Out of State Transportation						
Lodging / Food						
Total:	$750		$750	$1500		$1,500
K. Utilities						
Phone / Internet	750		750	1500		1,500
Heat/Fuel						
Electricity						
Total:	$750		$750	$1500		$1,500
L. Other						
Printing/ Postage /FAX	75	75	150	150	150	300
Other (Administrative costs)	3,410		3,410	6820		6,820
Network Website & Membership Dues	400		400	800		800
Total:	$3,885	$75	$3,960	$7,770	$150	$7,920
GRAND TOTAL:	$34,100	$3,334	$37,434	$68,200	$6,669	$74,869

Contractor's Initials PMC

Date 9-28-09

Disagreements with Management

There were no disagreements with management about the application of generally accepted accounting principles, the determination of accounting estimates, or scope of the audit that could be significant to the Center's annual reporting.

Difficulties Encountered in Performing the Audit

We did not encounter any difficulties related to the conduct of our audit resulting from the actions of management.

Internal Controls

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 organization'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 was for the limited purpose described under the *Scope of Audit* 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 that we consider to be material weaknesses, as defined above.

Other Matters

In addition, we noted other matters involving the internal control and its operation that we do not consider to be significant deficiencies:

Disaster Recovery Plan

It is our understanding that there is no formal disaster recovery plan in place. We continue to recommend developing a plan that addresses the continuation of operations in the event the building and/or the information system are not accessible for use.

Unclaimed Checks

As part of our auditing of the operating bank statements, we noted there are a number of small checks that have not been claimed by vendors or by employees for payroll. We continue to recommend researching the State of NH regulations regarding where to send checks for unclaimed checks.

Limited Distribution of this Report

This report is intended solely for the information and use of the Center's Finance Committee, Board of Directors and management and is not intended to be and should not be used by anyone other than the specified parties.

Concord, New Hampshire
August 5, 2009

WHITE MOUNTAIN COMMUNITY HEALTH CENTER
Board of Directors, June 23, 2009

Name	Contact Information	Phone	Email
Cuddy, Jac President	MWVEC, 53 Technology Lane, Suite 100 Conway, NH 03818	W: 447-6622	jac@mwvec.com jcud@adelphia.net
Colbath, John Vice President	835 Stark Road Center Conway, NH 03813	H: 447-2463 W: 752-1113 x 2065	jcolbath@ccsnh.edu
Murray, Trish Treasurer	T. Murray Wellness Ctr. Inc. PO Box 244 Conway, NH 03818	W: 447-3112	trishm143@verizon.net
Melendy, Fay Secretary	PO Box 7 Silver Lake NH 03875	H: 367-8084 W: 447-1700	faymelendy@mlpalaw.com
McKinnon, Scott	c/o Memorial Hospital, PO Box 5001 N Conway NH 03860	W: 356-5461	smckinnon@tmhf.org
Crawford, Janice	MWVCC, PO Box 2300 North Conway, NH 03860	W: 356-3171	janice@mtwashingtonvalley.org
Cole, Karen	c/o Memorial Hospital, PO Box 5001 N Conway NH 03860	W: 356-5461	kcole@tmhf.org
Smith, Drew	PO Box 1289 North Conway, NH 03860	W: 356-9755 H: 356-2722	dgsmith493@adelphia.net
White, Barbara	Mineral Springs, PO Box 3417 North Conway, NH 03860	W: 356-7294	barbara.white@sunh.com
Cooper, Ibby	Inn at Thorne Hill, Thorne Hill Road Jackson, NH 03846	W: 383-4242	ibbycooper@hotmail.com
Carol Hastings	955 Main St Fryeburg, ME 04037	(207) 935-3175	cthastings49@gmail.com
Brenda Leavitt	Badger Realty, PO Box 750 North Conway, NH 03860	W: 356-5757	brenda@badgerrealty.com

Top Five Yearly Salaries
White Mountain Community Health Center

Name	Position	Salary
Patricia McMurry	Executive Director	$78,733.00
Shawn Rogers	ARNP	$56,576.00
Margie Riforgiato	ARNP	$51,576.00
Zoe Weisenkail	RN Clinical Director	$44,190.00
Judith Towne	Business Manager	$43,298.00

Patricia M. McMurry

P.O. Box 141
Eaton Center, NH 03832

603-447-6822

QUALIFICATIONS

- Extensive experience in business administration, project management and finance
- Skilled in human relations, group facilitation, public speaking, leadership and team building
- Strong marketing, advertising and public relations skills
- Seasoned professional with a breadth of abilities and experience and a proven track record of success through the accomplishment of significant business goals

EXPERIENCE

Executive Director **White Mountain Community Health Center** **2002-Present**

Currently responsible for all aspects of operations of a non-profit community health center. This Center serves the uninsured and underinsured of Northern Carroll County of New Hampshire and Western Maine. Prenatal, children, adults and teens are seen by health care providers including physician, mid-wives, nurse practitioners, RN's, medical assistants, social workers, hygienist, dental staff and nutritionist. Substantially increased and sustained the financial viability of the health center. New and expanded services and patient volume doubled in five years.

Business Consultant **Kleen Oil Kompany** **1999-2002**

Responsible for all aspects of business operations for a troubled oil company

- Increased collections
- Developed marketing plans and strategy
- Developed policies, procedures and job descriptions
- Developed incentive plans

Director of Operations **HealthSouth Corporation*** **1995-1998**

Responsible for oversight of both a 50-bed and CEO of 100-bed acute rehabilitation hospital, and eight contracted rehabilitation units in four states at the same time

- Promoted in one year from Assistant Vice President to Director of Operations
- Managed the physical relocation of a 100-bed acute rehabilitation hospital
- Initiated negotiations for joint venture between a large non-profit hospital and a publicly traded rehabilitation company

Chief Executive Officer **National Medical Enterprises** **1988-1995**

Responsible for oversight of both a 40-bed and an 88-bed (Pennsylvania) rehabilitation hospitals

- Promoted in two years from CEO of a 40-bed hospital to CEO of an 88-bed rehabilitation hospital and was promoted to Company Assistant (Regional) Vice President
- Managed all aspects of the 88-bed hospital, resulting in three prestigious awards for the highest quality and business goals performance from National Medical Enterprises
- Developed and opened three outpatient rehab clinics
- Maintained the financial turnaround of a 40-bed hospital and sustained "above plan" financial performance throughout my tenure
- Managed a 40-bed hospital, resulting in three Special Achievement Awards and a Florida Certificate of Need to increase the capacity to 70 beds

* HealthSouth acquired National Medical Enterprises Rehabilitation Hospitals in 1995

V.P. of Operations **Charter Behavioral Health of Glendale** **1987-1988**

The CEO/Vice President was responsible for three hospitals and for oversight and CEO of this facility. Responsibilities included marketing, planning, business development, program management for this newly-opened psychiatric hospital and acting CEO.

- Supervised all Clinical Program Directors and the Intake Coordinator
- Appointed physician-liaison to the CEO
- Was consultant to a sister psychiatric hospital, training staff to use human relations techniques with disruptive and aggressive teens
- Implemented the utilization review, risk management, and quality assurance activities to achieve J.C.A.H.O accreditation for the first time as a new facility

Director, Community Relations and Resource Development **1985-1987**
Eastern State Hospital

Responsible for community relations as well as identification and alignment of resources required for hospital and community use of a large state psychiatric hospital

- Designed and implemented a community relations plan to ensure the success of appropriate admissions and discharges; oversight of a team of community and hospital based social workers who were part of each community mental health center and the state hospital who preapproved admissions and discharges
- Oversaw a social work team of hospital employees who discharged the most chronic of patients into the communities with their ongoing follow and support. This lowered the hospital census allowing for major renovations to the campus buildings
- Successfully, negotiated crisis intervention/assessment inpatient stay contracts for children in their home communities with private sector hospitals paid for by the State Hospital as a pilot for the State of Virginia

EDUCATION

M.S.W. – Norfolk State University
B.A. – College of William and Mary

TRAINING

University of Virginia Forensic Institute
L.C.S.W. and A.C.S.W. (Virginia)

HONORS

President's Circle – HealthSouth
Special Achievement Awards – National Medical Enterprises

Susan A. Hargraves-Rowe
P. Box 1841 · Conway, NH 03818
603-986-7461 · szharg@yahoo.com

EXPERIENCE

White Mountain Community Health Center — **Executive Assistant**
2006-Present — **Conway, NH**
Administrative support to Executive Director, Business Manager and Clinical Director
Weekly columnist for Conway Daily Sun's Thursday "For Your Health" section
Dental data tracking and consolidation through Excel and Eaglesoft.
Marketing, fundraising and promotion concept and implementation

The Schawbel Corporation — **Project Research**
2005-Present — **Bedford, MA**
Assist in internet research projects for new product development, administrative projects and general consulting.

Darby Field Inn — **Assistant Innkeeper**
2006-2006 — **Albany, NH**
Increased sales and return bookings by 7% in first six months
Responsible for booking rooms, additional services and scheduling
Rate adjustment and control
Managed blog content, photography of inn and grounds
Customer service

Michael Anthony Jewelers, Inc.,
Executive Administrator to Senior Vice President of Sales and Marketing
1999-2005 — **Mount Vernon, NY**
Coordinated meetings, customer and vendor appointments
Columnist for Professional Jeweler Magazine
Coordinated executive calendars (personal and business), vendor relations and reporting
Developed marketing initiatives, department budgets and budgeting system in Excel, Developed PowerPoint presentations for executive marketing symposiums.
Managed personal projects and correspondence for SVP
Taught Excel, PowerPoint and Outlook in small classes
License contract management for NFL, NHL, NBA and Warner Brothers

Town & Country Fine Jewelry Group — **Senior Assistant & Project Coordinator**
1994-1999 — **Chelsea, MA**
Coordinated Employee Sales including sales, billing, collection and order management
Member of EDI restructure team
Administrative support for company restructure project
Assisted with inventory and forecast management
Distribution restructure project management

EDUCATION AND TRAINING
North Shore Community College, certified Early Childhood Education.
American Management Seminars: Outlook, Excel, Project Manager, Diversity Training, Customer Service and Time Management

SOFTWARE EXPERTISE
Excel, Outlook, PowerPoint, Org Chart, Calendar Maker, Visio, Word, PhotoShop, Centricity, Eaglesoft

Founding Member Gifts of Life Charities, Board of Directors
Jen's Friends Cancer Foundation Volunteer
American Cancer Society Volunteer
Town of Conway, NH Volunteer, Health and Human Services

DEBRA S. MEADER
Box 75
Madison, NH 03849
(603) 367-8365

Education

1991 UNIVERSITY OF NEW HAMPSHIRE, Durham, NH
M.Ed Guidance and Counseling

1988 WHEELOCK COLLEGE, Boston, MA
B.S.W. Bachelors in Social Work

Certification

Experienced Educator – Guidance Counselor
New Hampshire Certificate #0048074-006648635 – Endorsement 0040

Professional Experience

Lakes Region Community Service **Child Care Resource & Referral Program Manager**
December 2006 – present

Provide support, resources, and professional development opportunities for early childhood Providers in Carroll County; Provide referrals and education for families looking for quality child care; Manages NACCRRA data system and fiscal components of the program. Collaboration with many community resources in the social services & early childhood community. Active member of Friends of Families Coalition & Infant Mental Health Group.

Umbrella Project **Case Manager**
2004 – 2006

Outreach to families to make them aware of Healthy Kids as opportunity for their children to have health insurance. Assisted families to apply for NH Healthy Kids insurance program. Purpose of project was to decrease the high rate of uninsured children in the county. Worked closely with schools, child care, community agencies to connect with families. Grant project ended December 2006.

Casey Family Services **Therapeutic Foster Care Parent**
2002 - Present

Providing licensed therapeutic foster care to children ages 11-17 who are severely challenged. Provided both short term respite and longer term placements for children in our home.

White Mountain Community Health Center **Social Worker/Program Coordinator**
2001 - 2003

Pediatric medical office/Maternal Child Health (MCH) Program- Provided counseling, support and resources to families of children ages 0-18 through office and home visits. Knowledge of community resources was important to connect families and help them get the assistance they needed.

Lakes Region Community Services Council ***Laconia, NH***
1990 - 2000

Early Intervention Program Manager
Responsible for daily management of Barly Intervention(EI) Program (birth-3) serving approximately 100 families per year. Directly supervised EI staff including Physical Therapist, Occupational Therapist, Speech Therapist, Early Childhood Educator and Family Support Resource Coordinator. Monitored budget. Served on several community and interagency committees and workgroups.

Family Aide Program Manager -
Responsible for supervising up to 15 staff persons for program serving high risk families with children of all ages; coordinating with NH Division of Children Youth & Family staff as well as several other community agencies involved with families; monitoring of budget & overseeing grants.

Family Support Advocate –
Provided counseling, support, advocacy, and resources to families with children age birth to four, at risk of developmental delays or with a developmental disability; developed parent support groups and community education and training.

Familystrength **Family Counselor**
1988 - 1989

Provided home-based family, couple and individual counseling to families with children at risk of out-of-home placement; taught communication and parenting skills as well as maintained supportive role to families, provided 24-hour continual crisis coverage; coordinated with schools, probation and DCYF as well as extensive community networking on behalf of families.

COMMUNITY / PROFESSIONAL ACTIVITIES

September 2008- present **Advisory Committee for Little Eagles Program at Kennett High**
June 2009 –present **President of Madison Parent Teacher Organization**
September 2008- June 2009 **Vice-President Madison Parent Teacher Organization**
September 2008- present **Member of Advisory Board of Madison Elem. Before & After School Prog.**
June 2005- June 2006 **President for Madison Preschool Board**
June 2004- June 2005 **Treasurer for Madison Preschool Board**
January 2001- October 2002 **Board President- Families Matter in Carroll County**
October 1998- Dec 2000 **Board Member- Families Matter in Carroll County**
October 1996- Dec 2000 **Board Member-Early Education & Intervention Network**
Sept. 1996- Dec 2000 **Member- Preschool Technical Assistance Network (PTAN)**
March 1997-March 1999 **Board Member- Family Preservation and Support Advisory Board for DCYF**