



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF PUBLIC HEALTH SERVICES

Nicholas A. Toumpas  
 Commissioner

José Thier Montero  
 Director

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
 603-271-4612 1-800-852-3345 Ext. 4612  
 Fax: 603-271-7623 TDD Access: 1-800-735-2964



September 28, 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 of Public Health Services (DPHS), Bureau of Disease Control, Immunization Section to enter into an agreement with North Country Health Consortium, 7 Main Street, Suite 7, Whitefield, NH 03598, (Vendor #158557 B001), to serve as a regional sponsoring site on behalf of the New Hampshire Immunization Program retroactive from September 23, 2009, through June 30, 2011. Funding is available through the American Recovery Reinvestment Act of 2009 in an amount not to exceed \$115,000. Funds are available in the following account, with authority to adjust amounts if needed and justified between fiscal years:

05-95-90-902510-0906 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF DISEASE CONTROL, IMMUNIZATION SECTION

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2010	102-500731	Contracts for Program Services	90900002	\$ 49,661
SFY 2011	102-500731	Contracts for Program Services	90900002	\$65,339
		Total Amount		\$115,000

**EXPLANATION**

Federal stimulus funds made available by the American Recovery and Reinvestment Act of 2009 will be used to procure North Country Health Consortium's services as a regional sponsoring site for New Hampshire's Immunization Program's Immunization Initiative. North Country Health Consortium is a Public Health Network (PHN) agency that will act as the coordinating entity to develop, exercise, and evaluate the regional public health

emergency response plan in the Public Health Region serving the North Country. In addition, this funding will support one full time contracted position, and the organizational capacity to convene, coordinate and facilitate efforts among a broad range of community partners within the PHN in an effort to expand the number of community stakeholders who are committed to increasing vaccination rates in all New Hampshire residents. These activities are integral to the State's ability to implement an effective response to a public health emergency as described in the federal Pandemic and All Hazards Preparedness Act. Retroactive approval is requested due to a delay in receiving the grant award and the time sensitive contracted activities that needed to begin in September.

The proposal to support services in the region was selected through a Request for Proposal process sent to local organizations on June 15, 2009. A legal notice was published in the New Hampshire Union Leader soliciting RFP's on June 15, 16, and 17, 2009. In addition, a bidders' conference was held to alert agencies to this bid on June 22, 2009. The RFP was also posted on the DHHS web site.

The RFP solicited proposals in order to procure the services of a single local agency to serve as a regional sponsoring site for each region. Eleven Letters of Intent were received. In all, six proposals were submitted for consideration. A review committee consisting of six professionals evaluated the proposals. The review committee included DHHS and Homeland Security staff with expertise in planning, community-based services, program administration, and emergency preparedness. The scoring criteria focused on the bidder's capacity to perform the scope of services and the ability to collaborate with regional partners. Six non-competing proposals were received for services to be provided in six of the fifteen regions. The reviewers determined that all of the non-competing proposals met the requirements and selected all of them for funding.

Because vendors from only six of the fifteen regions submitted proposals, the DPHS Immunization Program was able to increase the award from the original proposal. North Country Health Consortium requested \$100,500, and was awarded \$115,000, pending Governor and Council approval. The grantee was asked to assume additional responsibilities and to work additional hours necessitating a full-time (or equivalent) versus a part-time employee. These additional hours and responsibilities are essential in confronting the seasonal flu and H1N1 preparedness.

The following performance measures will be used to measure the effectiveness of the agreement.

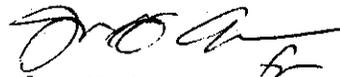
- Number of updated plans and annexes submitted to the DPHS within a timeframe required by CDC and ARRA
- Number of training programs offered to local school districts, community agencies and partners

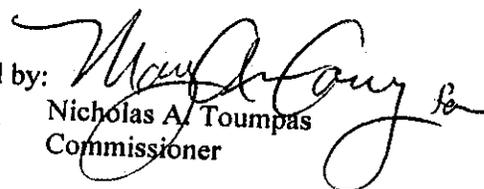
The geographic areas to be served include the towns of Berlin, Carroll, Clarksville, Colebrook, Columbia, Dalton, Dixville, Dummer, Errol, Gorham, Jefferson, Lancaster, Milan, Millsfield, Northumberland, Odell, Pittsburg, Randolph, Sherburne, Stark, Stewartstown, Stratford, Wentworth's Location, Whitefield, Bath, Benton, Bethlehem, Easton, Franconia, Haverhill, Landaff, Lincoln, Lisbon, Littleton, Lyman, Monroe, Sugar Hill, and Woodstock.

Source of Funds: 100% Federal from the American Recovery and Reinvestment Act (ARRA).

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

Respectfully submitted,

  
Jose Their Montero, MD  
Director

Approved by:   
Nicholas A. Toumpas  
Commissioner

Program Name  
 Contract Purpose  
 RFP Score Summary

NH Immunization Program Initiative

	North Country Health Consortium, Whitefield, NH	Mascoma Valley Health Initiative, Canaan, NH	Mid-State Health Center, Plymouth, NH	Health First Family Care Center	Lakes Region Partnership for Public Health, Inc., Laconia, NH	Manchester Health Dept., Manchester, NH	Bidder Name, Town, St.	Bidder Name, Town, St.
<b>RFA/RFP CRITERIA</b>								
Avg Capacity	30	28.00	20.00	24.50	28.00	29.00	Manchester, NH	0.00
Program Structure	50	47.00	37.50	41.50	44.00	48.50	Manchester, NH	0.00
Budget & Justification	15	14.00	11.00	12.00	12.50	12.50	Manchester, NH	0.00
Format	5	4.50	4.50	3.50	4.00	4.50	Manchester, NH	0.00
<b>Total</b>	<b>100</b>	<b>93.50</b>	<b>73.00</b>	<b>81.50</b>	<b>88.50</b>	<b>94.50</b>	<b>Manchester, NH</b>	<b>0.00</b>

<b>BUDGET REQUEST</b>								
Year 01	43,666.00	31,757.22	25,125.00	25,125.00	32,039.00	-		
Year 02	56,834.00	43,689.25	25,125.00	25,125.00	38,623.00	-		
Year 03						-		
<b>TOTAL BUDGET REQUEST</b>	<b>100,500.00</b>	<b>75,446.47</b>	<b>50,250.00</b>	<b>50,250.00</b>	<b>70,662.00</b>	<b>-</b>		
<b>BUDGET AWARDED</b>								
Year 01	49,661.00	47,921.92	27,538.00	33,470.17	50,710.00	-		
Year 02	65,339.00	67,078.08	36,745.00	44,329.83	64,290.00	-		
Year 03						-		
<b>TOTAL BUDGET AWARDED</b>	<b>115,000.00</b>	<b>115,000.00</b>	<b>64,303.00</b>	<b>77,800.00</b>	<b>115,000.00</b>	<b>-</b>		

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Karen Blizzard-Royce	Word Processor Operator II	Dept. of Health & Human Svcs./Office of Community & Public Health/Immunization Program	Karen Blizzard-Royce is a Word Processor Operator II in the NH Immunization Program. She has an Associates degree in Business Management and has over ten years of experience in the grants management field. She previously worked at Tobey School where she was responsible for financial and business management activities.
2	Lisa Bujno	Administrator IV	Dept. of Health & Human Svcs./Office of Community & Public Health/Maternal & Child Health	Lisa Bujno has been the Chief of the Bureau of New Hampshire's Community Health Services since 2005. Prior to that was the Administrator for Maternal & Child Health Section (2002-2005), Prenatal/Adolescent Health Program Manager (1999-2002), and a Primary Care Nurse Practitioner/Community Education (1993-1999). Ms. Bujno has Bachelor and a Master's of Science Degree in Nursing.

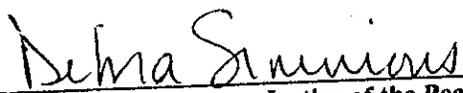
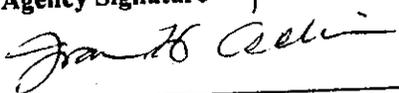
RFP Reviewers		Name	Job Title	Dept/Agency	Qualifications
3		Christine Adamski	Administrator IV	Dept. of Health & Human Svcs./Office of Community & Public Health/Disease Control	Christine Adamski is the Acting Section Chief in the Communicable Disease Control Section in the Bureau of Disease Control and Health Statistics (2006-present). Prior to that she was the Section Chief in the Communicable Disease Surveillance Section (2004-2006) and a Program Specialist in Communicable Disease Surveillance (1998-2004). She holds a Bachelor and a Master's Degree in Nursing.
4		Donna Fleming	Administrator I	Dept. of Health & Human Svcs./Office of Community & Public Health/Tobacco Prevention	Donna Fleming is the Administrator, Tobacco Prevention and Control Program, Division of Public Health Services (June 2007-present). Prior to that she was a Supervisor in the Tobacco Program (September 2003-June 2007). She has a Bachelor of Science Degree from UNH and she is currently completing a Master's Degree in Public Health at UNH.
5		Paul Garrison	Public Health Advisor	Dept. of Health & Human Svcs./Office of Community & Public Health/Immunization Program	Paul Garrison is a Public Health Advisor with 21 years experience working with immunization programs. He has a Bachelors of Science Degree and a Master's Degree in Health Education. He is a former CDC Project Officer responsible for vaccine contract management. He has three years experience working with the New Hampshire Immunization Program.
6		Fallon Reed	Response Clinic Coordinator	Dept. of Safety/Homeland Security & Emergency Management	Fallon Reed has been New Hampshire's Strategic National Stockpile Coordinator since April 2008. Prior to that she was the Program Assistant in charge of Operations. She has worked for the NH Department of Safety, Homeland Security and Emergency Management since 2006. She has a Bachelor of Arts Degree from Sara Lawrence University and attended the Women in Management Leadership Seminar in 2007.

Subject: New Hampshire Immunization Program Immunization Initiative

**AGREEMENT**

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

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> North Country Health Consortium		<b>1.4 Contractor Address</b> 7 Main Street, Suite 7 Whitefield, NH 03598	
<b>1.5 Contractor Phone Number</b> (603) 837-2519, Ext. 221	<b>1.6 Account Number</b> 010-090-0906-102-500731	<b>1.7 Completion Date</b> 6/30/2011	<b>1.8 Price Limitation</b> \$115,000
<b>1.9 Contracting Officer for State Agency</b> Joan H. Ascheim, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Martha McLeod Executive Director	
<b>1.13 Acknowledgement: State of NH, County of Coos</b> On 8/17/09 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> [Seal] Notary Public		DEBRA J. SIMMONS, Notary Public My Commission Expires April 23, 2013	
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> r Joan H. Ascheim, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By: _____ On: 9/30/09			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

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

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

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

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

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

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

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is 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: MM  
Date: 2/7/09

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

NH Department of Health and Human Services

Exhibit A  
Scope of Services

*New Hampshire Immunization Program Immunization Initiative*

**CONTRACT PERIOD:** September 23, 2009 or date of G&C approval, whichever is later, through June 30, 2011.

**CONTRACTOR NAME:** North Country Health Consortium

**ADDRESS:** 7 Main Street, Suite 7  
Whitefield, NH 03598

**CONTACT NAME:** Martha McLeod  
**TELEPHONE:** 603.837.2519 x225

**The Contractor shall:**

1. Support NHIP Initiatives
  - a. Identify regional stakeholders that will partner together to advocate for immunization initiatives.
  - b. Conduct needs assessment of community partners to identify gaps in immunization procedures and services.
  - c. Provide inservice training to immunization providers, stakeholders, and regional preparedness staff.
  - d. Identify schools that have an interest in developing or expanding school-based vaccine clinics capacity.
  
2. Community Education
  - a. Facilitate and mobilize immunization education campaigns developed by national and state programs targeted at the benefits of immunization and the prevention of vaccine preventable diseases.
  - b. Coordinate immunization-training sessions on topics including, but not limited to pandemic preparedness and response, immunization patient education, and promotion of adult and adolescent immunizations.
  
3. School-based Immunization Clinics
  - a. Mobilize community partners interested in implementing school-based immunization clinics
  - b. Identify public and private resources and seek assistance from local, regional or state public health entities.
  - c. Subcontracted resources must be pre-approved by the New Hampshire Immunization Program.
  - d. Provide for training of clinic staff and volunteers.

4. Immunization Preparedness

- a. Establish link with local and regional emergency preparedness staff.
- b. Participate in immunization mass vaccination planning.
- c. Provide in-service trainings on vaccine storage and vaccine doses administered reporting.

5. Adult and Adolescent Immunization

- a. In coordination with the NHIP Adult Immunization Coordinator, identify current and potential distribution sites for adult vaccines.
- b. Mobilize stakeholders within region to facilitate increased administration of vaccines to adults and adolescents in clinics, provider offices, hospitals and community health centers.

NH Department of Health and Human Services

Exhibit B

Purchase of Services  
Contract Price

*New Hampshire Immunization Program Immunization Initiative*

**CONTRACT PERIOD:** September 23, 2009 or date of G&C approval, whichever is later, through June 30, 2011.

**CONTRACTOR NAME:** North Country Health Consortium

**ADDRESS:** 7 Main Street, Suite 7  
Whitefield, NH 03598

**Executive Director:** Martha McLeod  
**TELEPHONE:** 603.837.2519 x225

Vendor #158557 B0001 Job # TBD

Appropriation # 010-090-0906-102-5007

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$115,000 for immunization initiative, funded from 100% federal funds from the Centers for Disease Control (CDC) (CFDA #93.283).

**TOTAL:** \$115,000

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
4. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
5. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
6. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

NH Department of Health and Human Services

Exhibit C

American Recovery and Reinvestment Act Standard Terms

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

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

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

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

3. The Contractor/Grantee shall comply, and require any subcontractor/subgrantee to comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Contractor/Grantee and subcontractor/subgrantee, including, but not limited to:

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

Section 1512 Reporting:

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

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

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

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

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

**Jobs retained:** means an estimate of those previously existing filled positions that are retained as a result of funding by ARRA. This definition covers contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the 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 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;
- (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
  - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

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

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

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

(ii) Name of the subcontractor/subgrantee;

(iii) Amount of the subcontract/subgrant award;

(iv) Date of the subcontract/subgrant award;

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

(vi) Funding agency;

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

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

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

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

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

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

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

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

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

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

Inspection:

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

(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);

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

government programs; and New Hampshire Revised Statutes Annotated Chapter 354-A, prohibiting certain discrimination in employment, in places of public accommodation and in housing accommodations.

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

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

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 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 State, 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-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.

**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.

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

**Buy American:**

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

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

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

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

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

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

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

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

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

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

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.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where the poster and wage determination can be easily seen by the workers.

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

(2) Withholding. The NH Department of Health and Human Services (NH DHHS) 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



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.

#### (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



(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 DHHS shall upon its own action or upon written request of an authorized representative of the federal Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

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

*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.

Contractor Initials:                       
Date:                      2/7/24

NH Department of Health and Human Services

Standard Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR 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 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner**  
**NH Department of Health and Human Services,**  
**129 Pleasant Street**  
**Concord, NH 03301**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

From: September 23, 2009 or date of G&C Approval, whichever is later To: June 30, 2011.

**Contractor Name**

**Period Covered by this Certification**

Martha McKeel Executive Director  
**Name and Title of Authorized Contractor Representative**

  
**Contractor Representative Signature**

8/7/09  
**Date**

NH Department of Health and Human Services

Standard Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

Programs (indicate applicable program covered):

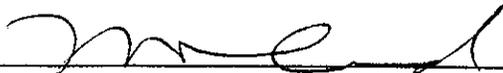
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under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

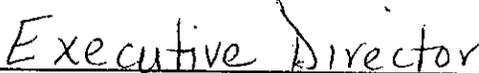
Contract Period: September 23, 2009 or date of G&C Approval, whichever is later, through June 30, 2011.

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

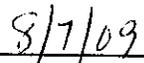
- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

  
Contractor Signature

  
Contractor's Representative Title

  
Contractor Name

  
Date

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

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

Instructions for Certification

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

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

**PRIMARY COVERED TRANSACTIONS**

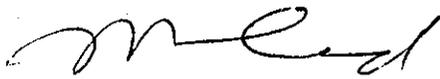
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b.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

**Lower Tier Covered Transactions**

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

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

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



*Executive Director*

Contractor Signature

Contractor's Representative Title

*Martha McHead*

*8/7/09*

Contractor Name

Date

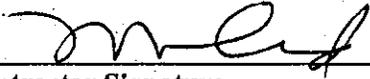
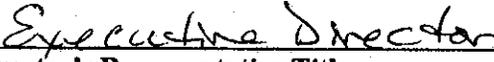
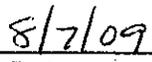
NH Department of Health and Human Services

Standard Exhibit G

**CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

 _____ Contractor Signature	 _____ Contractor's Representative Title
 _____ Contractor Name	 _____ Date

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
\_\_\_\_\_  
Contractor Signature

*Executive Director*  
\_\_\_\_\_  
Contractor's Representative Title

*Martha McLeod*  
\_\_\_\_\_  
Contractor Name

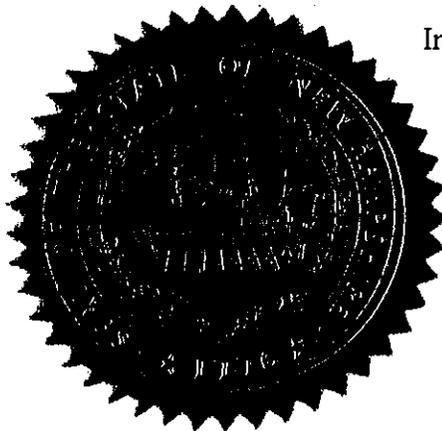
*8/7/09*  
\_\_\_\_\_  
Date

# 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 NORTH COUNTRY HEALTH CONSORTIUM is a New Hampshire nonprofit corporation formed October 5, 1998. 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 17<sup>th</sup> day of April A.D. 2009

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

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE

I, Gail Tomlinson, do hereby certify that:

1. I am duly elected Secretary of North Country Health Consortium, Inc.
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on September 11, 2009.

*Resolved: That North Country Health Consortium enters into contracts with the State of NH, acting through its Department of Health and Human Services, Division of Public Health Services.*

*Resolved: That the Executive Director and/or Board President is hereby authorized on behalf of this corporation to enter into said contracts with the State and to execute 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 foregoing resolutions have not been amended or revoked and remain in full force and effect as of September 29, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 29<sup>th</sup> day of September, 2009.

Gail Tomlinson  
Gail Tomlinson, Secretary

State of New Hampshire

County of Coos

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of

September, 2009. By Gail Tomlinson  
Secretary

(Seal)  
(Notary Public)

Joseph M. Snelberg  
Name:  
Title: Notary Public/Justice of the Peace  
Commission Expires: March 23, 2010



**NORTH COUNTRY HEALTH CONSORTIUM  
BOARD OF DIRECTORS MEETING MINUTES  
September 11, 2009**

**Directors:** Adele Woods, Gail Tomlinson, Ed Shanshala, Jane MacKay, Margo Sullivan, Louise McCleery  
**Members:** Roxie Severance, Sharon Beaty, Eileen Bolander, Charlie Cotton  
**Staff:** Martha McLeod, Debra Simmons  
**Absent:** Reg Lavoie, Shirley Powell, Warren West, Russ Keene, Peter Higbee, Scott Howe

**Welcome and Introductions**

- Louise opened the meeting with introductions and a review of the agenda

**Business**

**August Minutes**

- *Adele W moved to accept the August minutes with corrections. Gail T seconded and the motion passed.*

**Finance Committee Report and Recommendations**

Debra Simmons reviewed the summary of the Finance Committee Meeting held on August 26, 2009 (handout provided). The state contracts for FY08 were audited. The State has requested that indirect costs be allocated equitably across all programs and identified by line item. The State Audit Bureau has requested that:

NCHC restate the FY08 Statement of Functional Expenses 2008 to reflect a detailed statement of functional expenses by contract. The agency auditors have stated that this would be quite costly and is unreasonable given the time that has passed. The State Bureau audit occurred November 26, 2008 and no report was received until June 12, 2009, twelve months past the contract closing and seven months past the audit date.

**Finance Committee recommends: That the Board request the agency auditors complete this level of review going forward in the 2009 State of Functional Expenses. The anticipated increase to future audit costs would be an additional \$750-1,500.**

NCHC apply and obtain approval for a Federally Approved Indirect Cost Rate. NCHC did have the work done a few years ago but as we did not have a federal grant at the time we could not apply. The Rural Health Outreach Grant that the agency has now would enable this submission to be reviewed. A submission could be done as early as October 1, 2009 to the Division of Cost Allocation Northeastern Field Office and the rate, when approved, would be effective October 1, 2009.

**Finance Committee recommends: That the Board vote to move forward to submit the information for a Federally approved indirect cost rate.**

*Margo S moved to accept the following recommendations:*

*In the Agency response to State auditor, NCHC will move forward to provide a detailed Statement of Functional Expenses that includes contract level details for FY09; and that it is not feasible nor reasonable to reopen FY08 because the State Audit Bureau didn't submit their recommendations in a reasonable time frame.*

NCHC staff should move forward with its submission of its Cost Allocation Plan to the Division of Cost Allocation Northeastern Field Office. NCHC should submit this request as soon as possible so the rate will be effective 10/1/09.

Gail T seconded the motion and it passed.

#### **July Finance report**

Adele W moved to accept the July Financial report. Jane M seconded the motion and it passed.

#### **State Contract Resolutions**

Margo S made the motion that the following resolutions be accepted:

Be it resolved that North Country Health Consortium enters into contracts with the State of NH, acting through its Department of Health and Human Services, Division of Public Health Services.

Be it resolved that the Executive Director and/or Board President is hereby authorized on behalf of this corporation to enter into said contracts with the State and to execute and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

Gail T seconded the motion and it passed.

#### **FY2010 Agency Budget**

Martha reviewed the FY2010 Agency Budget providing details by program area. The Board asked that the North Country Cares program area be renamed, Molar Express.

Adele W. suggested that a 3% cost of living increase be included in the budget for staff. She felt that an analysis of the salaries showed that NCHC did not offer competitive salaries and the agency was losing two staff this month. Directors had a discussion about the pros and cons of providing an increase. Some felt that it would send a strong message of support to provide this increase. Some felt that this was a difficult time to provide increases and they were not doing this in their organizations. Debra estimated the 3% would cost about \$12,000.

Ed S. made the motion to approve the FY2010 budget with a 3% increase for staff salaries and to use the reserves as an internal line of credit to balance the budget with the intent to repay the reserve account. Adele seconded the motion. The motion passed. Louise M. voted against the motion.

#### **Adjourn**

Margo made the motion to adjourn the Business meeting and move to the planning session. Gail T seconded the motion and it passed.

# ACORD CORPORATION CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/10/2009

PRODUCER (603)788-2555 FAX (603)788-3901  
**Geo. M. Stevens & Son Co.**  
 149 Main Street  
 P. O. Box 271  
 Lancaster, NH 03584

RED North Country Health Consortium Inc.  
 7 Main Street, Suite 7  
 Whitefield, NH 03598

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:	Union Insurance Company	
INSURER B:	Acadia Insurance Company	31325
INSURER C:		
INSURER D:		
INSURER E:		

## 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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CPA 0238922 11	01/01/2009	01/01/2010	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 250,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B		AUTOMOBILE LIABILITY	CAA0238923-11	01/01/2009	01/01/2010	COMBINED SINGLE LIMIT (Per accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		GARAGE LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
		EXCESS/UMBRELLA LIABILITY					\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCA0277380-10	01/01/2009	01/01/2010	WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

Health Consortium

NH--Excluded officers include Louise McLeery, Peter Higbee and Scott Howe

## CERTIFICATE HOLDER

NH DHHS  
 29 Hazen Drive  
 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Patricia Emery/PBE



**JAMES A. GEORGE, P.C.**  
Certified Public Accountants & Business Consultants

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
North Country Health Consortium, Inc.

We have audited the accompanying statement of financial position of North Country Health Consortium, Inc., (a nonprofit organization) as of September 30, 2008, and the related statements of activities, functional expenses, and cash flows, for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit. The financial statements of North Country Health Consortium, Inc. as of June 30, 2007, were audited by other auditors whose report dated January 29, 2008, expressed an unqualified opinion on those statements.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of North Country Health Consortium, Inc. as of September 30, 2008, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 18, 2008 on our consideration of North Country Health Consortium, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.



**JAMES A. GEORGE, P.C.**  
Certified Public Accountants & Business Consultants

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Our audit was performed for the purpose of forming an opinion on the basic financial statements of North Country Health Consortium, Inc. taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

*James A. George, P.C.*

James A. George, P.C.  
Boston, Massachusetts  
December 18, 2008

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**North Country Health Consortium, Inc.**  
**Statements of Financial Position**  
**September 30, 2008 and 2007**

**Assets**

	<u>2008</u>	<u>2007</u>
<b>Current Assets</b>		
Cash	\$ 122,008	\$ 767,217
Accounts Receivable:		
Grants and contracts	192,198	203,104
Dental services	19,852	37,394
Certificates of deposit	656,831	54,405
Prepaid expenses	19,274	7,558
<b>Total Current Assets</b>	<u>1,010,163</u>	<u>1,069,678</u>
<b>Property and Equipment</b>		
Computers and equipment	87,214	152,443
Dental equipment	47,521	37,750
Furniture and fixtures	17,512	22,620
Vehicles	97,368	97,368
Accumulated Depreciation	<u>(148,854)</u>	<u>(177,866)</u>
<b>Property and Equipment, net</b>	<u>100,761</u>	<u>132,315</u>
<b>Total Assets</b>	<u>\$ 1,110,924</u>	<u>\$ 1,201,993</u>

**Liabilities and Net Assets**

<b>Current Liabilities</b>		
Accounts payable	\$ 9,606	\$ 35,007
Accrued expenses	4,202	4,804
Accrued wages and related liabilities	58,275	65,723
Deferred revenue	121,276	190,592
<b>Total Current Liabilities</b>	<u>193,359</u>	<u>296,126</u>
<b>Unrestricted Net Assets</b>	<u>917,565</u>	<u>905,867</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 1,110,924</u>	<u>\$ 1,201,993</u>

See accompanying notes to the financial statements.

**North Country Health Consortium, Inc.**  
**Statements of Activities**  
**For the Years Ended**  
**September 30, 2008 and 2007**

	<u>2008</u>	<u>2007</u>
<b>Revenue</b>		
Dental patient service revenue	\$ 109,392	\$ 165,649
Grant and contract revenue	1,066,815	1,251,601
Fees for programs and services	122,343	91,816
<b>Total Revenue</b>	<u>1,298,550</u>	<u>1,509,066</u>
<b>Expenses</b>		
Personnel	763,181	868,734
Site expenses	198,144	161,794
General and administrative	345,651	496,735
<b>Total Expenses</b>	<u>1,306,976</u>	<u>1,527,263</u>
<b>Other Income</b>		
Interest income	<u>20,124</u>	<u>34,943</u>
<b>Change in Unrestricted Net Assets</b>	11,698	16,746
<b>Net Assets as of the Beginning of the Year</b>	<u>905,867</u>	<u>889,121</u>
<b>Net Assets as of the End of the Year</b>	<u>\$ 917,565</u>	<u>\$ 905,867</u>

See accompanying notes to the financial statements.

**North Country Health Consortium, Inc.**  
**Statements of Cash Flows**  
**September 30, 2008 and 2007**

	2008	2007
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in Net Assets	\$ 11,698	\$ 16,746
Adjustments to Reconcile Change in Net Assets to Net Cash (Used) Provided by Operating Activities		
Depreciation	51,537	56,154
Bad debt expense	14,108	9,918
(Increase) Decrease in Operating Assets		
Accounts receivable - grants and contracts	10,906	46,564
Accounts receivable - dental services	3,434	(19,697)
Certificates of deposit	(602,426)	(1,961)
Prepaid expenses	(11,716)	8,913
Increase (Decrease) in Operating Liabilities		
Accounts payable	(25,401)	6,559
Accrued expenses	(602)	(4,162)
Accrued wages and related liabilities	(7,448)	(9,681)
Deferred revenue	(69,316)	50,645
<b>NET CASH (USED) PROVIDED BY OPERATING ACTIVITIES</b>	<b>(625,226)</b>	<b>159,998</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of property and equipment	(19,983)	(9,664)
<b>NET CASH USED BY INVESTING ACTIVITIES</b>	<b>(19,983)</b>	<b>(9,664)</b>
<b>NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS</b>	(645,209)	150,334
<b>BEGINNING CASH AND CASH EQUIVALENTS</b>	<b>767,217</b>	<b>616,883</b>
<b>ENDING CASH AND CASH EQUIVALENTS</b>	<b>\$ 122,008</b>	<b>\$ 767,217</b>

See accompanying notes to the financial statements.



**North Country  
Health Consortium, Inc.**

**Mission Statement**

*The North Country Health Consortium leads  
innovative collaboration to improve the health  
status of the region.*

*Revised August, 2005*

### Whitefield Office

7 Main Street, Suite 7, Whitefield, NH 03598  
Phone 603-837-2519  
Fax 603-837-9451  
Voice 603-837-2643

Martha McLeod, Executive Director

Ext. 221

[mimcleod@nchnh.org](mailto:mimcleod@nchnh.org)

Kate McCosham, Administrative Assistant

Ext. 227

[kmccosham@nchnh.org](mailto:kmccosham@nchnh.org)

### Berlin Office

157 Main Street, Berlin, NH 03570  
Phone 603-752-1035  
FAX 603-752-2458

### Board of Directors

#### President/Board Chair

*Louise A McCleery*

CEO

Upper Connecticut Valley Hospital

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Assistant - Shelly

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Fax - 603-237-4452

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#### Vice President

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Deputy Director

Tri-County Comm Action Prgm

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Administrator

Weeks Medical Center

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Fax - 603-788-5027

[Scott.Howe@weeksmc.org](mailto:Scott.Howe@weeksmc.org)

#### Secretary

*Gail Tomlinson*

Executive Director

North Country Home Health & Hospice

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Littleton, NH 03561

603-444-5317

[gtomlinson@nchha.com](mailto:gtomlinson@nchha.com)

#### Assistant Secretary

*Adele Woods*

Chief Executive Officer

Coos County Family Health Services

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603-752-3669 Ext 4018

[awoods@ccfhs.org](mailto:awoods@ccfhs.org)

#### President

*Russell Keene*

Administrator

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Woodsville, NH 03785

Assistant - Sharon

603-747-9000 ext.9193

[rlavoie@cottagehospital.org](mailto:rlavoie@cottagehospital.org)

#### Executive Director

*Margo Sullivan*

Executive Director

Androscoggin Valley Home Care

795 Main Street

Berlin, NH 03570

603-752-7505 Ext 817

Fax - 603-752-4317

[mcsullivan@avhomecare.org](mailto:mcsullivan@avhomecare.org)

#### Area Director

*Jane Mackay*

Area Director

Northern Human Services

29 Maple Street, PO Box 599

Littleton, NH 03561

603-444-5358

[jmackay@northernhs.org](mailto:jmackay@northernhs.org)

#### Chief Executive Officer

*Shirley Powell*

Chief Executive Officer

Indian Stream Health Center

141 Corliss Lane

Colebrook, NH 03576

603-237-8336

[Shirley.M.Powell@indianstream.org](mailto:Shirley.M.Powell@indianstream.org)

#### Executive Director

*Ed Shanshala*

Executive Director

Ammonoosuc Comm Hlth Svcs

25 Mt Eustis Road

Littleton, NH 03561

603-444-2464 Ext 9/128

[Ed.Shanshala@achs-inc.org](mailto:Ed.Shanshala@achs-inc.org)

#### Area Director

*Warren West*

CEO

Littleton Regional Hospital

600 St. Johnsbury Road

Littleton, NH 03561

Assistant - Marissa

603-444-9249

[wwest@littletonhospital.org](mailto:wwest@littletonhospital.org)

#### Administrators

*Reginald Lavoie*

Administrator

Cottage Hospital

90 Swiftwater Rd. PO Box 2001

Woodsville, NH 03785

Assistant - Sharon

603-747-9000 ext.9193

[rlavoie@cottagehospital.org](mailto:rlavoie@cottagehospital.org)

#### Executive Director

*Charlie Cotton*

Area Director

Northern Human Services

55 Colby Street

Colebrook, NH 03576

603-237-4955

[ccotton@northernhs.org](mailto:ccotton@northernhs.org)

#### Executive Director

*Roxie Severance*

Executive Director

Morrison Nursing Home

6 Terrace Street

Whitefield, NH 03598-3016

603-837-2541

Fax - 603-837-3878

[roxie.severance@morrisonnh.org](mailto:roxie.severance@morrisonnh.org)

#### Administrators

*Eileen Bolander*

Administrator

Grafton County Nursing Home

3855 Dartmouth College Highway

North Haverhill, NH 03774

603-787-6971 Ext. 201

Fax - 603-787-2035

802-439-6974 (h)

802-356-5117 (c)

[eileenbolander@hotmail.com](mailto:eileenbolander@hotmail.com)

#### Administrators

*Sharon Beaty*

CEO

Mid-State Health Center

101 Boulder Point Drive

Suite 1

Plymouth, NH 03264

603-536-4099 Ext. 1001

Fax - 603-536-4001

[SBeaty@midstatehealth.org](mailto:SBeaty@midstatehealth.org)

#### Members-at-Large

*Shirley Powell*

Chief Executive Officer

Indian Stream Health Center

141 Corliss Lane

Colebrook, NH 03576

603-237-8336

[Shirley.M.Powell@indianstream.org](mailto:Shirley.M.Powell@indianstream.org)

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Executive Director

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Littleton, NH 03561

603-444-2464 Ext 9/128

[Ed.Shanshala@achs-inc.org](mailto:Ed.Shanshala@achs-inc.org)

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Executive Director

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Whitefield, NH 03598-3016

603-837-2541

Fax - 603-837-3878

[roxie.severance@morrisonnh.org](mailto:roxie.severance@morrisonnh.org)



# KEY ADMINISTRATIVE PERSONNEL

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

Agency Name:

North Country Health Consortium

Name of Bureau/Section:

NHIP

BUDGET PERIOD:	SFY 2010	10/1/09-6/30/10	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Martha McLead, Executive Director	\$74,577	0.00%	\$0.00
Debra Simmons, Financial Services Manager	\$50,664	0.00%	\$0.00
Nicole LaPointe, Community & Public Health Director	\$55,162	0.00%	\$0.00
Immunization Coordinator, TBD	\$45,760	65.63%	\$30,030.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$30,030.00</b>

BUDGET PERIOD:	SFY 2011	7/1/10 - 6/30/11	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Martha McLead, Executive Director	\$74,577	0.00%	\$0.00
Debra Simmons, Financial Services Manager	\$50,664	0.00%	\$0.00
Nicole LaPointe, Community & Public Health Director	\$55,162	0.00%	\$0.00
Immunization Coordinator, TBD	\$45,760	87.50%	\$40,040.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$40,040.00</b>

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

**Martha McLeod**

348 Wells Road

Franconia, NH 03580

603-823-8041 (h), 603-491-0542 (c), 603-837-2519 (w)

[mmcleod3@verizon.net](mailto:mmcleod3@verizon.net) (h), [mmcleod@nchcnh.org](mailto:mmcleod@nchcnh.org) (w)

**SUMMARY**

Management Professional with proven leadership qualities in the areas of project start-up and operational management, fiscal management, resource development, state and federal relations, communications, strategic planning, rural health, health information technology and public health. State legislative experience includes budget, health insurance, commerce and rural policy.

**PROFESSIONAL EXPERIENCE**

**Executive Director**

**December 2000-Present**

**North Country Health Consortium, Littleton, NH**

North Country Health Consortium is a rural health network with membership consisting of Critical Access Hospitals (CAH), Federally Qualified Health Centers (FQHC), home health care agencies, regional mental health and developmental services, and Community Action Program (CAP). Issues relate to the challenges of providing health care services in a rural region to an underserved population. Responsibilities include working with federal, state and local officials to obtain resources; fiscal management; and implementation, start up and supervision of programs and activities benefiting members and rural communities including workforce education and training, community substance abuse prevention, public health, health information technology, rural health policy development, program evaluation and operation of a mobile dental clinic serving Medicaid children.

**Key Accomplishments:**

- Funding for implementation of rural healthcare workforce pipeline program
- FCC award of \$24.7 million for Rural Healthcare Pilot in Maine, NH, Vermont
- Start up and sustainability of the Molar Express Mobile Dental Clinic
- Enhanced relationships with region's economic development and educational institutions
- Operation of North Country Health Information Network (NCHIN), a wide area network providing Internet access to area health and human service providers
- Development of fund accounting system to support network's business model

**Center Director**

**April 1999-December 2000**

**Northern NH Area Health Education Center**

**North Country Health Consortium, Littleton, NH**

Northern NH AHEC is a federally designated AHEC Center funded by the Health Resources and Services Administration (HRSA) through Dartmouth Medical School, Department of Community and Family Medicine. Duties include planning and directing community-based health professions education and training programs in a four county area with particular emphasis on programs designed to support access to quality health care in rural Northern New Hampshire.

**Key Accomplishments:**

- Start up and sustainability of the Northern New Hampshire Area Health Education Center (AHEC)
- Funding of more than \$2.0 million in grants for recruitment and retention of health professionals
- Placement of more than 50 health professional students a year.

**Nutrition Consultant**

**August 1992-April 1999**

**State of New Hampshire, Division of Public Health  
Dept of Health and Human Services, Concord, NH**

Administration of nutrition services in three USDA Federal Food Programs administered by the Division of Public Health including Women, Infants, Children (WIC) Supplemental Food Program, Commodity Supplemental Food Program (CSFP) and the Farmers' Market Nutrition Program (FMNP). Supervision and training of statewide public health nutrition professionals.

**Key Accomplishments:**

- Successful application to USDA and implementation of the NH Farmer's Market Nutrition Program.
- Successful funding application and start up of a Breastfeeding Counselor Program in NH WIC Clinics.

**Assistant Director**

**1991-August 1992**

**Women, Infants, and Children Supplemental Food Program  
Rockingham Community Action Program (RCA), Exeter, NH.**

RCA is a not-for-profit agency providing health, well-being and financial independence for residents of southeastern NH. Provided day-to-day management of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Program throughout the county.

**Key Accomplishments:**

- Implemented services to include a number of programs to complement and enhance basic WIC services including breastfeeding counseling, reading program, family support services.
- Implemented computerized voucher system in local clinics

**Nutritionist/Nutrition Coordinator**

**September 1986-1991**

**Women, Infants, and Children Supplemental Food Program  
Rockingham Community Action Program (RCA), Exeter, NH.**

Coordinated nutrition services for the WIC Program at this not-for-profit agency located in Rockingham County. Provided direct nutrition services to low-income families, new mothers and pregnant women.

**LEGISLATIVE EXPERIENCE**

Candidate for New Hampshire State Senate, District 1, 2008  
NH House of Representatives, Grafton District 2 2005-2008  
House Finance Committee, Vice Chair, Division III, 2007-2008  
House Commerce Committee, 2005-2006

**Key Legislative Accomplishments:**

- Expanded the definition of dependent to expand health coverage to young adults up to age 26
- New Hampshire HealthFirst, an affordable, wellness-based health insurance plan for small employers
- Task Force on Expanded Health Coverage
- Healthcare Workforce Commission to expand primary care workforce in rural areas
- Established the State Office of Rural Health in the NH Department of Health and Human Services
- Coos County Job Creation Tax Credit
- Established limits on interest rates of pay day and title loans

**ADDITIONAL PROFESSIONAL EXPERIENCE**

Registered Dietitian

Licensed Dietitian, State of NH  
Adjunct Faculty-Dartmouth Medical School, Dept. of Community & Family Medicine, Hanover  
Teaching Fellowship University of New Hampshire, Durham, NH, 1990

## **EDUCATION**

Master of Occupational Education, Adult and Vocational Education, May 1991  
University of New Hampshire, Durham, NH

Bachelor of Science, Nutrition Sciences, May 1986  
University of New Hampshire, Durham, NH

## **PROFESSIONAL AFFILIATIONS**

Board Member, New Hampshire Health Plan  
Board Member, New England Telehealth Consortium  
Chair, Grafton County Cooperative Extension Advisory Council  
Technology Advisory Board (TAB), NHDRED (Gubernatorial Appointment)  
Cannon Mountain Advisory Commission (House Speaker Appointment)  
Mt Washington Commission (Gubernatorial Appointment)  
Past Chair, New Hampshire Rural Development Council  
American Dietetic Association  
NH Dietetic Association  
American Public Health Association  
National Rural Health Association  
National Cooperative of Health Networks  
New England Rural Health Round Table  
Littleton Area Chamber of Commerce  
Franconia Notch Chamber of Commerce  
Androscoggin Valley Chamber of Commerce  
Northern Gateways Chamber of Commerce

# Debra Simmons

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- Education**
- 1999-2004 Southern New Hampshire University Manchester, NH
    - Bachelor of Science Accounting Magna Cum Laude
  - 1998-1999 NH Community Technical College Littleton, NH

**Experience**

January 2008 – Present Professional Business Development Coach  
**Entrepreneur**

Conduct work place performance improvement programs for individuals and businesses. Provide coaching advice and techniques to develop strong productive work place performance; enhancing employability and income opportunities. Develop, lead and coordinate activities of 37 other women entrepreneurs throughout Northern NH and Vermont. Develop and implement marketing strategies to increase income options for my business team.

October 2004 – Present North Country Health Consortium, Whitefield, NH  
**Administrative Financial Services Manager**

Manage the operational and financial systems infrastructure with a variety of activities related to office and information systems. Directs the maintenance of accounting system.  
Develop organizational accounting policies. Assist in formulating and preparing operating and special program budgets, monitor expenditures and negotiates for approval of budgetary adjustments.  
Assist Executive Director in human resource and benefits management. Provide administrative support as needed and participates in development and submission of grants, contract, and reports to funding agencies and other interested parties.

May 2002 – October 2004 North Country Health Consortium Littleton, NH  
**Administrative Assistant**

- Information Systems Management
- Financial Agent
- Supervisor Support Staff
- Program Support relative to database management
- Human Resource Manager

December 1996-2002 Dartmouth Hitchcock Medical Center Littleton, NH  
**Office Manager**

- Managed multi-specialty medical practice
- Operating budget of \$ 1.7 million dollars
- Reconcile checking accounts
- Designed/Implemented computerized scheduling system
- Facilitated design of new medical office suite and infrastructure
- Designed filing system
- Structured 3 full-time physicians schedules
- Managed efficient operations
- Supervised five secretaries
- Reconciled all financial reports
- Liaison with DHMC administration

February 1995-December 1996

S. Ronci Co. North Woodstock, NH

**Executive Secretary**

- Executed all aspects of financial responsibilities
- Resolved customer complaints

June 1989-March 1994

Littleton Regional Hospital Littleton, NH

**Materials Management Secretary**

- Data Systems Management
- Inventory Control

**Continuing Education**

University New Hampshire – Certificate

- Management and Supervisory Skills
- Concepts and Theories in Continuous Improvement
- Conflict Resolution
- Team Leadership for Managers

**Academic Affiliation**

Delta Mu Delta International Honor Society

**Professional Affiliation**

North Country Human Resource Association

National Association Professional Women

Direct Sellers Woman's Alliance

**NICOLE LAPOINTE, MSW**  
P.O. Box 157, WEST BURKE, VT 05871  
802-467-1174

## Education

- 2001 MASTER OF SOCIAL WORK  
Concentration in Community and Administrative Practice  
University of New Hampshire, Durham  
Cumulative GPA – 4.0
- 1993 BACHELOR OF ARTS WITH HONORS IN HUMANITIES  
Major in English, with a Minor in Theater Arts  
University of New Hampshire, Durham

## Relevant Experience

AUG '05 TO PRESENT COMMUNITY AND PUBLIC HEALTH DIRECTOR, North Country Health Consortium, Littleton, NH

Oversee and support collaborative work with public and private sector partners to develop and implement public health interventions aimed at fulfilling the 10 essential services of public health in the North Country of New Hampshire. Duties: utilize community health data; research and implement strategies for population-based health promotion and disease prevention; develop and implement plans to evaluate program activities; coordinate communications activities; provide technical assistance to local citizen groups; supervise to program staff; liaise with academic, state, federal, and private departments and agencies involved with public health and prevention work; manage program budgets

AUG '03 TO AUG '05 LITTLETON MODEL COMMUNITY PROJECT MANAGER, North Country Health Consortium, Littleton, NH

Led development of processes and products to increase community inclusion of all members. Duties: facilitated advisory council and working groups, led public relations initiatives, provided technical assistance to businesses and associations, managed budget and worked with subcontractors.

AUG '00 TO AUG '03 COMMUNITY ORGANIZER / PROJECT COORDINATOR, Caring Community Network of the Twin Rivers, Franklin, NH

Worked independently and with committees on health-risk prevention projects, grant writing, care coordination, regional assessment activity, program planning and implementation, and network development. Managed professional and administrative support staff.

SEP '01 – MAY '03 GUEST LECTURER, University of New Hampshire, Durham, NH

"Social Work Community Practice"

SEP '00 – MAY '01 TEACHING ASSISTANT, University of New Hampshire, Durham, NH

Conducted classes for Undergraduate Social Work Practice Seminar I & II; Individual Clinical Practice and Group Practice. Duties: observe, grade and debrief students, facilitate discussion and answer questions regarding clinical practice and therapeutic practice with groups.

JUN '99 – JUN '01 RESEARCH ASSISTANT, University of New Hampshire, Durham, NH

AUG '99 – JUN '00 CASE MANAGER, The AIDS Project, Portland, ME

*References available upon request*

**NICOLE LAPOINTE, MSW**  
P.O. Box 157, WEST BURKE, VT 05871  
802-467-1174

## **Career Summary**

I am committed to a strength-based, asset-building approach to enhancing individual and community health. I value collaboration in problem solving, and in the delivery of services to people and groups. I believe in the power of community to promote social, spiritual, and physical well-being. I believe that every person has a valuable gift to contribute to their community and to society.

## **Skills**

### **WORKING WITH COMMUNITIES AND ORGANIZATIONS**

- Conducting community assessments.
- Organizing community events and workshops.
- Presenting to community groups and to the public.
- Facilitating community forums.
- Strategic planning facilitation.
- Member, Board of Directors.

### **WORKING WITH GROUPS**

- Facilitating problem-solving processes with groups.
- Planning and leading trainings for volunteer staff.
- Leading support groups, workshops, and personal-growth activity groups.
- Teaching in high school, college, and university settings.

### **ADMINISTRATION**

- Managing staff and subcontractors.
- Managing budgets
- Project management.
- Grant writing and reporting.
- Chairing and staffing committees.
- Leading task groups.
- Designing and conducting training for volunteer staff.
- Research reporting.
- Writing for news releases and public relations.
- Developing direct service and prevention programs.

### **PERSONAL INTERESTS**

- Hiking, rock climbing, and mountaineering.
- Community theater & Independent performance art.
- Visual art, mixed media.

**North Country Health Consortium Job Description  
Immunization Coordinator**

**Summary:** The Immunization Coordinator will support NHIP initiatives including, but not limited to community education, immunization preparedness, school-based vaccination clinics, and adult and adolescent immunizations.

**Job Relationships:**

- Responsible to the Community and Public Health Director
- Integrate with Public Health Emergency Preparedness programs through the Public Health Network point-of-contact and the Regional Coordinating Committees
- Receive program input from an advisory committee of regional stakeholders in the North Country

**Job Duties:**

- Convene and facilitate meetings with regional stakeholders who will partner on immunization initiatives;
- Conduct needs assessments to identify gaps in immunization procedures and services;
- Provide in-service training to immunization providers, stakeholders and regional preparedness staff;
- Identify and work with school that have an interest in developing or expanding school-based vaccine clinics;
- Mobilize and coordinate community partners to interested in implementing school-based, community-based, and workplace immunization clinics;
- Mobilize immunization education campaigns with regional stakeholders;
- Coordinate immunization training sessions for healthcare providers and the public;
- Establish links with local and regional emergency preparedness staff;
- Participate in emergency mass-vaccination planning;
- Mobilize stakeholders in the region to facilitate the increased administration of vaccines to adults and adolescents in clinical and community settings.

**Qualifications:** The Immunization Coordinator is a healthcare professional or an individual with knowledge about public health and the health care system who will be able to work with provider agency administrators, healthcare providers, the school and business community, students, families, young adults to meet CDC recommendations for rates of immunization against vaccine-preventable diseases across all populations within the North Country region. This individual will be responsible for program development and record keeping associated with activities and program outcomes, needs and gap assessment, and meeting minutes. The position is for 35 hours per week.

**Other:** Travel within New Hampshire is required. Some evening and weekend hours may be required. Physical activity demands include regular requirements for standing, walking, lifting objects up to 25 pounds, and ability to use hands to control objects such as keyboards. The position may involve exposure to biohazards or other materials for which universal safety precautions apply.

8/11/09

**New Hampshire Department of Health and Human Services  
Division of Public Health Services  
COMPLETE ONE BUDGET FORM FOR EACH PROPOSAL**

**Bidder/Program Name:** North Country Health Consortium

**Budget Request for:** NHIP Immunization Initiative

*(Name of RFP)*

**Budget Period:** September 23, 2009 - June 30, 2011

Line Item	SFY2010 Program Funds Requested	SFY2011 Program Funds Requested	SFY ____ / ____ Other Funds	Total
1. Total Salary/Wages	\$ 30,030.00	\$ 40,040.00		\$ 70,070.00
2. Employee Benefits	\$ 8,408.00	\$ 11,211.00	\$ -	\$ 19,619.00
3. Consultants	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -
Educational	\$ 315.00	\$ 600.00	\$ -	\$ 915.00
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ 225.00	\$ 300.00	\$ -	\$ 525.00
6. Travel	\$ 1,163.00	\$ 1,528.00	\$ -	\$ 2,691.00
7. Occupancy	\$ 1,125.00	\$ 1,500.00	\$ -	\$ 2,625.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 750.00	\$ 1,000.00	\$ -	\$ 1,750.00
Postage	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 315.00	\$ 420.00	\$ -	\$ 735.00
Insurance	\$ 180.00	\$ 240.00	\$ -	\$ 420.00
Board Expenses	\$ 450.00	\$ 600.00	\$ -	\$ 1,050.00
9. Software	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 600.00	\$ 1,000.00	\$ -	\$ 1,600.00
11. Staff Education and Training	\$ 500.00	\$ 1,000.00	\$ -	\$ 1,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Sub-Total Direct Costs</b>	\$ 45,161.00	\$ 59,439.00	\$ -	\$ 104,600.00
14. Indirect Costs (not to exceed 10%)	\$ 4,500.00	\$ 5,900.00	\$ -	\$ 10,400.00
<b>TOTAL</b>	\$ 49,661.00	\$ 65,339.00	\$ -	\$ 115,000.00

DHHS Program/Section Manager Approval

  
Initials

Revised: 12/3/08-ba

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