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STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 OFFICE OF MEDICAID SERVICES  
 Bureau of Developmental Services

Jeffrey A. Meyers  
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-5023 1-800-852-3345 Ext. 5034

Christine Santaniello  
 Director

Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2017

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Developmental Services, to enter into a **retroactive** agreement with Manchester Community Health Center, Vendor #157274, 145 Hollis Street, Manchester, NH 03101, in an amount not to exceed \$2,167,050.00 to provide services that assure timely access to comprehensive pediatric interdisciplinary developmental assessments, community based nutrition services, and to effectively coordinate primary, specialty, and community care services for children and youth, birth through age twenty-one (21), with special health care needs, retroactive to July 1, 2017, effective upon Governor and Council approval, through June 30, 2019. 30% Federal Funds, 70% General Funds.

Funds are anticipated to be available in SFY 2018 and SFY 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF DEVELOPMENTAL SERVICES, DIVISION OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES**

**Comprehensive Nutrition Network**

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	562-500912	CSHCN Assistance	93001000	\$266,525.00
2019	562-500912	CSHCN Assistance	93001000	\$266,525.00
			<b>Sub Total</b>	<b>\$533,050.00</b>

**Child Development Clinic Network**

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	561-500911	Specialty Clinics	93001000	\$600,000.00
2019	561-500911	Specialty Clinics	93001000	\$600,000.00
			<b>Sub Total</b>	<b>\$1,200,000.00</b>

**Healthcare Coordination Network**

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	561-500911	Specialty Clinics	93001000	\$217,000.00
2019	561-500911	Specialty Clinics	93001000	\$217,000.00
			<b>Sub Total</b>	<b>\$434,000.00</b>
			<b>Total</b>	<b>\$2,167,050.00</b>

**EXPLANATION**

This request is **retroactive** because the contract review and approval process took longer than anticipated.

Funds for this agreement will be used to meet three (3) purposes:

1. COMPREHENSIVE NUTRITION NETWORK The first purpose is for the provision of community-based nutrition services for children and youth, birth through age twenty-one (21), with special health care needs which requires the provision of a Comprehensive Nutrition Network (CNN). Network services include, but are not limited to the identification, training, and oversight of staff, intake and eligibility determination, and completion of community based consultations for Children and Youth with Special Health Care Needs (CYSHCN).
2. CHILD DEVELOPMENT CLINIC NETWORK The second purpose is to assure timely access to comprehensive pediatric interdisciplinary developmental assessments for children, from birth to age seven (7) for whom developmental concerns have been identified. This will particularly address the needs of children whose access to appropriate care is hindered by economic, cultural, linguistic, lack of provider adequacy, or other social/structural barriers.
3. HEALTHCARE COORDINATION NETWORK The third purpose is to effectively coordinate primary, specialty, and community care services for CYSHCN. This comprehensive coordination will incorporate family-centered care, increase the accessibility of pediatric specialty care, and improve health outcomes.

Benefits to the system of care for CYSHCN will include but are not limited to:

- An increase in the participation of families with CYSHCN in planning and delivery of services in all programmatic areas, including the assessment of consumer satisfaction.
- Organizations working with communities will enhance their ability to provide quality health care and family support to CYSHCN.
- Integration of services.

According to the most recent National Survey of Children with Special Health Care Needs, NH has approximately 54,569 children with special health care needs. Through this survey, parents report that more than half of these children do not have a Medical Home, which is a physician, primary care provider, or clinic that is the recipient's source of preventive and primary care services, and one third report difficulty accessing services.

Manchester Community Health Center was selected for this project through a competitive bid process. Three (3) Request for Proposals were posted on The Department of Health and Human Services' web site from March 3, 2017 through April 3, 2017 for three (3) different services, outlined above. The Department received one (1) proposal per RFP, all from Manchester Community Health Center. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Scoring Summaries are attached.

As referenced in the Request for Proposals in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, approximately two thousand children will be impacted. Scheduled nutrition consultations and child development clinics will be cancelled and follow-up visits will cease. Families will have to manage the coordination of health care, specialty services, and community services independently, potentially delaying needed treatment and services.

Area served: Rockingham, Hillsborough, and Strafford County

Source of Funds: 30% Federal Funds and 70% General Funds. (CFDA# 93.994; FAIN # B04MC29353.)

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

Respectfully submitted,



Christine Santaniello  
Bureau of Developmental Services  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



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

Child Development Clinic Network \_\_\_\_\_

RFP Name

RFP-2018-BDS-03-CHILD

RFP Number

**Bidder Name**

1. **Manchester Community Health Center**

2. **0**

3. **0**

4. **0**

Pass/Fail	Maximum Points	Actual Points
	150	115
	150	0
	150	0
	150	0

**Reviewer Names**

1. Sue Moore, SMS program Director
2. Chris Santaniello, BDS Director
3. Dee Dunn Tierney, SMS Family Support Administrator
4. Paula Bundy
5. Tanja Miic
- 6.



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

**Comprehensive Nutrition Network for  
Children and Youth with Special  
Healthcare Needs**

**RFP-2018-BDS-04-COMPR**

RFP Name

RFP Number

**Bidder Name**

1. **Manchester Community Health Center**

2. **0**

3. **0**

4. **0**

**Reviewer Names**

1. Sue Moore, SMS Program  
Manager

2. Chris Santaniello, BDS Director  
Dee Dunn Tierney, SMS Family  
Support Administrator

4. Tanja Milic

5. Paula Bundy

6.

Pass/Fail	Maximum Points	Actual Points
	150	138
	150	0
	150	0
	150	0



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

Healthcare Coordination Network \_\_\_\_\_

RFP-2018-BDS-02-HEALT

RFP Name

RFP Number

Bidder Name

1. Manchester Community Health Center

2. 0

3. 0

4. 0

Pass/Fail	Maximum Points	Actual Points
	150	129
	150	0
	150	0
	150	0

Reviewer Names

1. Dee Dunn Tierney, SMS Family Support Administrator (Tech)

2. Sue Moore, SMS Program Mgr (Tech)

3. Lorene Reagan (Tech)

4. Paula Bundy (Cost)

5. Tanja Millic (Cost)

6. \_\_\_\_\_



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doiit](http://www.nh.gov/doiit)

**Denis Goulet**  
*Commissioner*

June 20, 2017

Jeffrey A. Meyers, Commissioner  
Department of Health and Human Services  
State of New Hampshire  
129 Pleasant Street  
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **retroactive** agreement with Manchester Community Health Center of Manchester, NH as described below and referenced as DoIT No. 2017-075.

The Department of Health and Human Services, Bureau of Developmental Services, requests to enter into a retroactive agreement that assures timely access to community-based nutrition services for children and youth through the provision of a Comprehensive Nutrition Network (CNN) and community based consultations for Children and Youth with Special Health Care Needs (CYSHCN). Manchester Community Health Center will also provide comprehensive pediatric interdisciplinary developmental assessments for children and will coordinate primary, specialty and community care services for CYSHCN.

The amount of the contract is not to exceed \$2,167,050.00, and shall become effective retroactive to July 1, 2017, effective upon Governor and Executive Council approval, through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf  
DoIT #2017-075

cc: Bruce Smith, IT Manager,

Subject: Healthcare Coordination, Comprehensive Nutrition, and Child Development Clinic Networks (RFP-2018-BDS-02-HEALT)

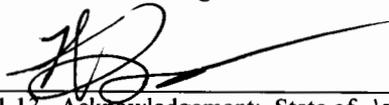
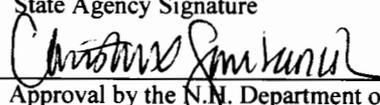
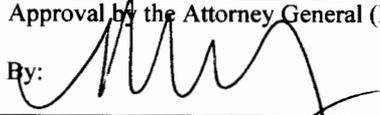
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-296-9228	1.6 Account Number 05-95-93-930010-5191-561-500311 / 05-95-93-930010-5191-562-500912	1.7 Completion Date 6/30/2019	1.8 Price Limitation \$2,167,050.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kris McCracken, President/CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u>  On <u>June 2, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] <u>Sarah Gibson</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Sarah Gibson, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Christine Santamaria, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>Megan A. Yule, Attorney</u> <u>6/27/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials

Date

*ME*  
\_\_\_\_\_  
6/2/17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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.

*YMC*  
*6/2/17*

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.

Contractor Initials       
Date 6/2/17



## 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

## 2. Information Security Requirements Applicable to All Services

- 2.1. The Contractor shall sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system. This will be completed prior to system access being authorized, and on a regular basis as requested by the Department.
- 2.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH State network and systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including but not limited to CMS Federal regulations, HIPAA/HITECH, RSA 359c.
- 2.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 2.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 2.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 2.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

*JM*  
*6/21/17*



- 2.7. The Contractor shall render electronic media containing Department data unrecoverable when no longer in use via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 2.8. The Contractor may be required to provide additional documentation when using third party service providers to create, collect, access, transmit, or store State of New Hampshire data.

*Ym*  
6/2/17



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**Scope of Services**

**Child Development Clinic Network**

**1. Scope of Services**

- 1.1. The Contractor shall provide services to children (from birth to age seven (7)) who have been identified with a developmental concern or delay and need a diagnostic evaluation, with an emphasis on services for children who:
  - 1.1.1. Do not have timely access to diagnostic services from other sources.
  - 1.1.2. Do not have health insurance.
  - 1.1.3. Have conditions requiring a comprehensive team approach for an adequate evaluation.
  - 1.1.4. Are medically fragile or have complex medical needs.
- 1.2. The Contractor shall accept all referrals and collect health records as well as educational, developmental, and family information to determine eligibility for the Child Development Clinics.
- 1.3. The Contractor shall identify developmental pediatrician(s), community-based psychologists, allied health providers, and local coordinators to participate as members of the interdisciplinary team performing child assessments. This team will also participate in the development of a plan of care for the child.
- 1.4. The Contractor shall provide interdisciplinary specialty care, the purpose of which is to coordinate and collaborate across professional disciplines to provide comprehensive medical evaluations and treatment.
- 1.5. The Contractor shall oversee the Regional Child Development Team(s) whose activities will include, but are not limited to:
  - 1.5.1. Intake.
  - 1.5.2. Triage.
  - 1.5.3. Consultation.
  - 1.5.4. Diagnostic evaluation.
- 1.6. The Contractor shall ensure a Clinic Coordinator will support the family by:
  - 1.6.1. Assisting the family during the interdisciplinary team evaluation.
  - 1.6.2. Planning the clinical session from the time of initial referral to the satisfactory completion of all evaluations and assessments.
  - 1.6.3. Being available to make home visits, office visits, on-site visits, and/or at community agencies.
  - 1.6.4. Attending school meetings when requested by parents.
- 1.7. The Contractor shall ensure the Clinic Coordinator will conduct an assessment of the child's needs and assist the family with identifying and gaining access to needed medical, social, educational, or other services.
- 1.8. The Contractor shall ensure a Regional Child Development Coordinator (RCDC) will assume the responsibility for coordinating efforts for children with existing specialty



medical team clinics. The RCDC will meet quarterly with the State designee, and coordinate activities with other State-funded projects providing case management to the children in the program.

- 1.9. The Contractor shall ensure the treatment team works with the family or guardian to develop a plan of care for the child. The individual plan for community-based services must specify the type of services required, the individual responsible for delivering specific services, and their frequency and duration. Incorporated into that plan is the indication of how follow-up, monitoring, and reassessment are to occur.
- 1.10. The Contractor shall plan and coordinate Child Development Network Meetings at least once a year to convene all interdisciplinary team members. Meetings will provide an opportunity to review diagnostic processes, evidence-based practices, barriers, and problem solving.
- 1.11. The Contractor shall consult with the Department regarding planning, resource location and coordination of community-based services.
- 1.12. The Contractor shall collaborate with area agencies in providing care including, but not limited to:
  - 1.12.1. Early Supports and Services.
  - 1.12.2. Preschool special education providers.
  - 1.12.3. Child care programs.
  - 1.12.4. Head Start and Early Head Start.
  - 1.12.5. Area agencies.
  - 1.12.6. Community health centers.
  - 1.12.7. Community mental health centers.
  - 1.12.8. Primary care providers.
  - 1.12.9. Allied health professionals.
  - 1.12.10. Medical specialists.
  - 1.12.11. Parent support/ advocacy groups.
- 1.13. The Contractor shall attend activities as assigned by the Administrator or designee of the Department.
- 1.14. The Contractor may be required to attend pertinent technical assistance sessions or progress reviews sponsored by the Department.

## 2. Staffing

- 2.1. The Contractor shall establish and maintain program personnel policies and procedures. These policies include, but are not limited to:
  - 2.1.1. Selection and dismissal of staff, volunteers and others;
  - 2.1.2. Delivering or coordinating services under the provider's direction;
  - 2.1.3. Procedures for verifying staff/volunteer qualifications; and,
  - 2.1.4. Program and personnel policies and procedures will be accessible and available to all agency staff and Special Medical Services.



Exhibit A-1

- 2.2. The Contractor shall employ Clinic Coordinators whose qualifications include, but are not limited to:
- 2.2.1. Registered Nurse with an active NH Nursing License and at least two (2) years of experience in care coordination or clinic coordination serving CYSHCN; or
  - 2.2.2. Licensed Social Worker with at least two (2) years of experience in care coordination or clinic coordination serving CYSHCN; or
  - 2.2.3. Early Childhood Educator with at least two (2) years of experience working with families and young children; or
  - 2.2.4. Parent Professional with at least two (2) years of experience working with families of children in a Family Navigator or coordinator role.
- 2.3. The Contractor shall employ Developmental Pediatricians whose qualifications include, but are not limited to:
- 2.3.1. Licensed by the State of New Hampshire, Board of Registration in Medicine.
  - 2.3.2. Have completed fellowship training in child development, developmental disabilities, rehabilitative medicine, or have equivalent training and experience.
  - 2.3.3. Have at least five (5) years of experience working with families who have children with developmental issues and/or birth defects in a clinical setting.
  - 2.3.4. Have demonstrated strong interpersonal skills in communication with primary care physicians, local early intervention and education agencies, allied health professionals, and families.
  - 2.3.5. Able to work with children and other health professionals within a interdisciplinary framework.
  - 2.3.6. Able and willing to travel within the region on assignment.
  - 2.3.7. Familiarity with standardized cognitive assessments and their applicability to children with specific disabilities.
- 2.4. The Contractor shall employ Community-Based Psychologists whose qualifications include, but are not limited to:
- 2.4.1. Being licensed by the New Hampshire Board of Examiners of Psychologists as a certified psychologist.
  - 2.4.2. Possessing a Doctorate degree from a recognized college or university with a major emphasis in child psychology.
  - 2.4.3. Having knowledge of the principles and practices of developmental and child psychology that are required for assessment and treatment of infants and young children, birth to seven (7) years of age. This includes, but is not limited to:
    - 2.4.3.1. Skill in behavioral observation.
    - 2.4.3.2. Psychological testing (cognitive functioning).
    - 2.4.3.3. Scoring and interpretation.
    - 2.4.3.4. Consultation and counseling.

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Exhibit A-1

- 2.4.4. Having ten (10) years of experience in child psychology, three (3) of which should be serving high-risk infants, young children, and their families within a family/developmental context.
- 2.4.5. Being able to work with children and other health professionals within a interdisciplinary framework.
- 2.4.6. Being able and willing to travel within the region on assignment.
- 2.4.7. Working under the leadership of, and taking clinical direction from the Developmental Pediatrician at the Regional Project Site.
- 2.5. The Contractor may employ professionals and paraprofessionals to assist Clinic Coordinators in providing services which may include, but are not limited to:
  - 2.5.1. Specialty physicians.
  - 2.5.2. Therapists.
  - 2.5.3. Family support workers.
  - 2.5.4. Community aides.
  - 2.5.5. Experienced parents.
- 2.6. The Contractor shall ensure that paraprofessionals receive appropriate training and work in collaboration with, and under the supervision of professional staff.
- 2.7. The Contractor shall recruit for all positions in the event of a vacancy in any of the positions.
  - 2.7.1. The Department will maintain final approval in the selection process.
  - 2.7.2. The Department retains the right to reorganize services in the event of a vacancy to ensure continuity of service delivery.

**3. Reporting**

- 3.1. The Contractor shall provide monthly reports using the Department form, which include, but are not limited to:
  - 3.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status.
  - 3.1.2. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following month.
- 3.2. The Contractor shall provide annual reports using the Department template, which include, but are not limited to:
  - 3.2.1. Quality assurance activities.
  - 3.2.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
  - 3.2.3. Overall progress and statistical information.
  - 3.2.4. Program effectiveness.
  - 3.2.5. Future plans or goals.

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Exhibit A-1

- 3.3. The Contractor shall document members of the interdisciplinary team present at all team evaluations, consultation/TA meetings, and/or record reviews, on the approved Encounter Form. This will include each team member's name and their agency affiliation.
- 3.4. The Contractor shall document family involvement by count of face-to-face encounters with family members.
- 3.5. The Contractor shall submit a separate statistical monthly report and encounter form which includes, but is not limited to:
  - 3.5.1. Application for all children receiving services.
  - 3.5.2. Number of direct (hands-on) diagnostic evaluations performed with details about the complement of team members participating.
  - 3.5.3. Number of evaluations performed by each team member.
  - 3.5.4. Number of parent/school conferences held and who attended.
  - 3.5.5. Number of outreach consultations to local MD's and method.
  - 3.5.6. Consult/Technical Assistance/Education:
    - 3.5.6.1. Number of consults provided and to whom.
    - 3.5.6.2. Number of in-services/trainings/educational sessions presented to include topic/who presented/who attended (agency affiliation) and location.
  - 3.5.7. Number of community planning meetings held including who attended (agency affiliation) and outcome.

**4. Performance Measures**

- 4.1. The Contractor shall ensure that the following performance indicators are achieved and monitored to measure the effectiveness of the agreement:
  - 4.1.1. The Contractor shall document the date each referral for Child Development Clinic services was received and that outreach to the child's parent/caregivers was initiated within thirty (30) days.
  - 4.1.2. The Contractor shall obtain a completed Department application for each child scheduled for Child Development Clinic services prior to any child receiving services.
  - 4.1.3. The Contractor shall provide monthly and annual reports as indicated in Section 3, Reporting.
- 4.2. Annually, the Contractor shall develop and submit a corrective action plan to the Department for any performance measure that was not achieved.

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## Scope of Services

### Comprehensive Nutrition Network for Children and Youth with Special Health Care Needs

#### 1. Scope of Services

- 1.1. The Contractor shall provide services to children and youth, from birth through age twenty-one (21), with special healthcare needs (CYSHCN) who have conditions requiring specialty nutrition consultation.
- 1.2. The Contractor shall provide community-based nutritional assessments, intervention, recommendations, and ongoing monitoring of the growth and health status of children accepted for services by the Comprehensive Nutrition Network (CNN) and the Department. The Contractor shall ensure:
  - 1.2.1. Pediatric Dietitians that comprise the CNN are available for consultation and technical assistance to all Department community-based coordinators and clinic coordinators.
  - 1.2.2. Nutrition Network Coordinators that comprise the CNN develop and maintain educational material, policies and procedures, training material, and an evaluation plan, as well as collaborate with other agencies as needed including, but not limited to:
    - 1.2.2.1. New Hampshire Hospital for Children.
    - 1.2.2.2. Dartmouth Hitchcock Medical Center TLC Program.
    - 1.2.2.3. Complex Feeding Team Collaborative Program with Mass General Hospital.
  - 1.2.3. Intake/Referral Coordinators that comprise the CNN perform data entry as needed, check health insurance statuses, guide the intake process, provide referrals, assign clinical caseloads, encourage participation in the evaluation plan, supervise the activities of all professional and support personnel, and assure that Dietitians associated with the CNN attend CNN Program/Training Meetings.
  - 1.2.4. The Clinical Supervisor of the CNN oversees the reporting process and reviews notes from the Dietitians for completeness and accuracy.
  - 1.2.5. The same individual may hold more than one of the roles designated above or one role may be held by a single individual to meet the needs of the program and plan of work.
- 1.3. The Contractor shall collaborate with other community-based agencies, including, but not limited to the Department Feeding and Swallowing Program, in order to ensure coordination of care, interagency referrals, and joint training and planning for shared clients.
- 1.4. The Contractor shall review and propose alternative means of service provision should there be an unmet need identified for a specific population of CYSHCN.



## 2. Staffing

- 2.1. The Contractor shall notify the Department in writing within one (1) month of hire of when a new Pediatric Dietitian is hired to work in the program. A resume of the employee must accompany this notification.
- 2.2. The Contractor shall recruit for the position in the event of a vacancy in any of the positions.
  - 2.2.1. The Department will maintain final approval in the selection process.
  - 2.2.2. The Department retains the right to reorganize services in the event of a vacancy to ensure continuity of service delivery.
- 2.3. The Contractor shall make a request in writing to the Department before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program and/or the individual's experience and education.
- 2.4. The Contractor shall ensure that all health professionals obtain and maintain a National Provider Identification (NPI) number and credentialing with Council for Affordable Quality Healthcare (CAQH).
- 2.5. The Contractor shall ensure that all Dietitians obtain, maintain, and provide documentation of a State of New Hampshire Dietetic License.
- 2.6. The Contractor shall ensure that all Dietitians have a Bachelor's degree in nutrition science, foods and nutrition, or home economics, or a Master's degree in nutrition science, nutrition education or public health nutrition, and current Registered Dietitian status in accordance with the Commission on Dietetic Registration of the American Dietetic Association.
- 2.7. The Contractor shall ensure that all Dietitians obtain, maintain, and provide documentation of professional liability insurance.

## 3. Reporting

- 3.1. The Contractor shall provide monthly reports using the Department form which include, but are not limited to:
  - 3.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status.
  - 3.1.2. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following month.
- 3.2. The Contractor shall provide annual reports using the Department template, which include, but are not limited to:
  - 3.2.1. Quality assurance activities.
  - 3.2.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
  - 3.2.3. Overall progress toward program goals and supporting statistical information.



- 3.2.4. Program effectiveness.
- 3.2.5. Future plans or goals.
- 3.2.6. Third-party reimbursement funding and progress toward greater financial independence.
- 3.2.7. Future plans or goals.
- 3.3. The Contractor shall ensure that data is inputted in a timely manner into the Department Database system. Additional information may be requested by the Department at any time during the contract period.

#### 4. Billing and Sustainability

- 4.1. The Contractor shall coordinate a system integrating public and private funding to sustain the availability of specialized nutrition services to CYSHCN throughout the State which includes but is not limited to:
  - 4.1.1. Developing and maintaining relationships with third-party insurance payers and public health funders.
  - 4.1.2. Developing a system to negotiate and secure reimbursements for nutrition services, and serve as the paymaster for the established network of community-based providers' fee-for-service and training activities.

#### 5. Definitions

- 5.1. **Children and youth with special healthcare needs (CYSHCN)** – Children and youth with special health care needs (CYSHCN) are defined as "...those who have or are at increased risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally" (Maternal Child and Health Bureau (MCHB)). This includes children and youth ages birth to age twenty-one (21) with health conditions that:
  - 5.1.1. Have a biologic, psychological, and/or cognitive basis;
  - 5.1.2. Have lasted or are virtually certain to last for at least one year;
  - 5.1.3. Result in limited function, activities or social roles in comparison with healthy age peers in general areas of physical, cognitive, emotional and social growth and development; and,
  - 5.1.4. Who have a need for medical care and related services, physiological services, or educational services over and above the usual care for the child's age.

#### 6. Performance Measures

- 6.1. The Contractor shall ensure that the following performance indicators are achieved and monitored to measure the effectiveness of the agreement:
  - 6.1.1. Eighty percent (80%) of the families responding to the Department Biannual Survey shall report that the NFS program services have met all or most of their NFS related needs and goals.
  - 6.1.2. NFS Program Family Satisfaction Surveys shall have a consistent minimum of eighty-five percent (85 %) satisfaction with services provided.

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- 6.1.3. Monthly and annual reports shall be completed as indicated in Section 3, Reporting.
  - 6.1.4. The Contractor shall provide a minimum of seven hundred (700) nutrition visits per year.
  - 6.2. Annually, the Contractor shall develop and submit a corrective action plan to the Department for any performance measure that was not achieved.



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**Scope of Services**

**Healthcare Coordination Network**

**1. Scope of Services**

- 1.1. The Contractor shall ensure that intake, eligibility determination, and services are provided in accordance with HE-M 520 which includes, but is not limited to, rules pertaining to:
  - 1.1.1. Application procedures.
  - 1.1.2. Eligibility guidelines.
  - 1.1.3. Financial guidelines.
  - 1.1.4. Waivers.
  - 1.1.5. Services provided.
  - 1.1.6. Appeals.
- 1.2. The Contractor shall ensure each child and youth from birth through age twenty-one (21) with special health care needs (CYSHCN) and their families that are assigned to the program has a family-centered plan of care for community-based services that includes, but is not limited to:
  - 1.2.1. The type of services required.
  - 1.2.2. The individuals responsible for specific services.
  - 1.2.3. The frequency and duration of services.
  - 1.2.4. Identification of plans which include, but are not limited to:
    - 1.2.4.1. Follow-up.
    - 1.2.4.2. Monitoring.
    - 1.2.4.3. Reassessment.
- 1.3. The Contractor shall ensure that Health Care Coordinators:
  - 1.3.1. Assume the overall responsibility for assisting the family in accessing services for the child through the development of a base of knowledge of appropriate health and social services in the community.
  - 1.3.2. Take primary responsibility for establishing and coordinating the plan and management of community-based health care, and ensure continuity of care and follow-up for CYSHCN. Management includes, but is not limited to assessment, planning, implementation, and evaluation of health/medical services delivered.
  - 1.3.3. Communicate and collaborate with agencies including, but not limited to:
    - 1.3.3.1. Medical Homes.
    - 1.3.3.2. Local care providers.
    - 1.3.3.3. Schools.
    - 1.3.3.4. Families.



Exhibit A-3

- 1.3.3.5. Local service agencies.
- 1.3.3.6. Medical teams in primary and specialty care.
- 1.3.3.7. Area agency case managers and Family Centered Early Support and Services (FCESS) staff.
- 1.3.3.8. Home care nursing agencies.
- 1.3.3.9. State agencies.
- 1.3.3.10. Mental health agencies.
- 1.3.3.11. Child Health Services.
- 1.3.4. Consult with the Department regarding planning, resource location, and coordination of community-based consultations, diagnostics, and care planning for individual cases.
- 1.3.5. Work collaboratively with other disciplines in identifying and meeting the physical, developmental, psychological, and emotional needs of CYSHCN.
- 1.3.6. Teach and counsel CYSHCN and their families about health conditions.
- 1.3.7. Develop parent/client information materials, including wellness and injury prevention recommendations.
- 1.3.8. Identify and utilize appropriate community resources to meet the needs of children and their families, and function as a liaison among the agency, the family, and the team.
- 1.3.9. Attend meetings and activities as assigned by the Department including, but not limited to:
  - 1.3.9.1. Required Monthly Health Care Coordinator meetings which review information including, but not limited to:
    - 1.3.9.1.1. Best practices.
    - 1.3.9.1.2. Department processes.
    - 1.3.9.1.3. Evidence-based practices.
    - 1.3.9.1.4. Regional successes and challenges.
    - 1.3.9.1.5. State-wide initiatives.
    - 1.3.9.1.6. Program development.
    - 1.3.9.1.7. Barriers, and problem solving.
  - 1.3.9.2. Trainings including, but not limited to topics regarding:
    - 1.3.9.2.1. Professional development.
    - 1.3.9.2.2. Data training.
    - 1.3.9.2.3. Collaboration opportunities.
    - 1.3.9.2.4. Chronic health conditions.
    - 1.3.9.2.5. Healthcare financing.
    - 1.3.9.2.6. Supportive services.

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- 1.4. The Contractor shall coordinate services with the Department which include, but are not limited to:
  - 1.4.1. Coordinating efforts for CYSHCN who have community and health care teams.
  - 1.4.2. Participating in the planning, development and evaluation of program goals and objectives in conjunction with Department staff including how best to respond to emerging issues identified by state agencies.
  - 1.4.3. Developing, implementing, and revising quality assurance activities and standards.
  - 1.4.4. Coordinating activities with other State-funded agencies providing case management, care coordination, family support services, and systems improvement for CYSHCN including, but not limited to:
    - 1.4.4.1. Partners in Health.
    - 1.4.4.2. Division of Behavioral Health's Community Mental Health Centers and Children's Behavioral Health Collaborative.
    - 1.4.4.3. Bureau of Developmental Services' Area Agencies and Family Centered Early Supports and Services Agencies.
    - 1.4.4.4. Family Support Programs.
    - 1.4.4.5. NH Family Voices.
- 1.5. The Contractor shall collaborate with area agencies in providing care including, but not limited to:
  - 1.5.1. Medical teams in primary and specialty care.
  - 1.5.2. School teams.
  - 1.5.3. Area agency case managers and FCESS staff.
  - 1.5.4. Home care nursing agencies.
  - 1.5.5. State agencies.
  - 1.5.6. Mental health agencies.
  - 1.5.7. Child Health Services.
- 1.6. The Contractor shall refer CYSHCN and their families to programs and grant sources as appropriate including, but not limited to:
  - 1.6.1. Womenade.
  - 1.6.2. Harry Alan Gregg Foundation.
  - 1.6.3. Annie's Angels.
  - 1.6.4. Community Action Programs whose offerings may include, but are not limited to:
    - 1.6.4.1. WIC.
    - 1.6.4.2. Utility payment assistance.
    - 1.6.4.3. Fuel assistance.



- 1.6.4.4. Weatherization programs.
- 1.6.5. Assistive Technology Services.
- 1.6.6. NH Family Voices.
- 1.6.7. Parent Information Center.
- 1.6.8. Partners in Health.
- 1.7. The Contractor shall provide focus groups to include CYSHCN and their families in order to improve quality and develop innovative initiatives.
- 1.8. The Contractor shall enter data into the Department database by the tenth (10<sup>th</sup>) of the month following a client encounter which shall include, but not be limited to:
  - 1.8.1. Encounters care plans and assessments.
  - 1.8.2. Progress notes.
  - 1.8.3. Discharge information.
  - 1.8.4. Intakes.
  - 1.8.5. Complexity and Level of Care scores.

## 2. Staffing

- 2.1. The Contractor shall establish and maintain program personnel policies and procedures including, but not limited to:
  - 2.1.1. Selection and dismissal of staff, volunteers and others;
  - 2.1.2. Delivering or coordinating services under the provider's direction;
  - 2.1.3. Procedures for supporting students/interns interested in working with CYSHCN;
  - 2.1.4. Procedures for verifying staff, volunteer and student trainee/intern qualifications; and,
  - 2.1.5. Program and personnel policies and procedures will be accessible and available to all agency staff and the Department.
- 2.2. The Contractor shall employ Health Care Coordinators whose qualifications include, but are not limited to:
  - 2.2.1. Registered Nurse with a Master's or Bachelor's degree and two (2) years of experience in care coordination or working within community programs serving CYSHCN; or
  - 2.2.2. Registered Nurse with an Associate's degree in nursing and four (4) years of experience in care coordination or working within community programs serving CYSHCN; or
  - 2.2.3. Licensed Master Social Worker (LMSW) and one (1) year of experience in care coordination or within community programs serving CYSHCN; or
  - 2.2.4. Licensed Social Worker with a Bachelor's degree and two (2) years of experience in care coordination or within community programs serving CYSHCN; or



Exhibit A-3

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- 2.2.5. Early Childhood Educator with a Bachelor's degree and at least 2 (5) years of experience working with families and young children.
  - 2.3. The Contractor shall recruit for the Health Care Coordinator position in the event of a vacancy in any of the positions.
    - 2.3.1. The Department will maintain final approval in the selection process.
    - 2.3.2. The Department retains the right to reorganize services in the event of a vacancy to ensure continuity of service delivery.
  - 2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the employee's start date when a new Health Care Coordinator is hired to work in the program. Information submitted with this notification shall include, but not be limited to:
    - 2.4.1. Full name with middle initial.
    - 2.4.2. Official start date.
    - 2.4.3. Work phone number and email.
    - 2.4.4. Resume.
  - 2.5. The Contractor may employ professionals and paraprofessionals to assist Health Care Coordinators in providing services which may include, but are not limited to:
    - 2.5.1. Specialty physicians.
    - 2.5.2. Therapists.
    - 2.5.3. Family support workers.
    - 2.5.4. Community aides.
    - 2.5.5. Experienced parents.
  - 2.6. The Contractor shall ensure that paraprofessionals receive appropriate training and work in collaboration with, and under the supervision of, professional staff.

**3. Reporting**

- 3.1. The Contractor shall provide data for monthly reports using the Department format, which includes, but is not limited to:
  - 3.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status monthly.
  - 3.1.2. Any problems, obstacles, or hindrances experienced during the previous month, with a plan to address the problems, obstacles, or hindrances in the following month.
  - 3.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, and progress notes.
- 3.2. The Contractor shall provide annual reports using the Department template, which include, but are not limited to:
  - 3.2.1. Quality assurance activities.

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Exhibit A-3

- 3.2.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
- 3.2.3. Overall progress toward program goals and supporting statistical information.
- 3.2.4. Program effectiveness.
- 3.2.5. Future plans or goals.
- 3.3. The Contractor shall ensure that data is inputted in a timely manner into the Department Database system. Additional information may be requested by the Department at any time during the contract period.

**4. Definitions**

- 4.1. **Children and youth with special healthcare needs (CYSHCN)** – Children and youth with special health care needs (CYSHCN) are defined as “...those who have or are at increased risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally” (Maternal Child and Health Bureau (MCHB)). This includes children and youth ages birth to age twenty-one (21) with health conditions that:
  - 4.1.1. Have a biologic, psychological, and/or cognitive basis;
  - 4.1.2. Have lasted or are virtually certain to last for at least one year;
  - 4.1.3. Result in limited function, activities or social roles in comparison with healthy age peers in general areas of physical, cognitive, emotional and social growth and development; and,
  - 4.1.4. Who have a need for medical care and related services, physiological services, or educational services over and above the usual care for the child’s age.

**5. Performance Measures**

- 5.1. The Contractor shall ensure that the following performance indicators are achieved and monitored to measure the effectiveness of the agreement:
  - 5.1.1. The Contractor shall initiate contact with a child’s parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
  - 5.1.2. Audits of the encounter data in the Department database will demonstrate 100% compliance with guidance regarding transition readiness of youth and consistent with standards set for Level of Care/Complexity.
  - 5.1.3. Monthly and annual reports as indicated in Section 3, Reporting.
- 5.2. Annually, the Contractor shall develop and submit a corrective action plan to the Department for any performance measure that was not achieved.

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## Exhibit B

### Method and Conditions Precedent to Payment

- 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 1.1. This contract is funded with funds from the U.S. Department of Health and Human Services, Maternal and Child Health Services Block Grant, CFDA #93.994 Federal Award Identification Number (FAIN), B04MC29353.
    - Federal Funds from the Child Health Services Block Grant
    - General Funds
  - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
  - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
  - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
  - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 2.5. Invoices shall be mailed to:  
Department of Health and Human Services  
Special Medical Services  
129 Pleasant Street, Thayer Building  
Concord, NH 03301  
Email address: Robin.Hlobeczy@dhhs.nh.gov
  - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Yal<sup>s</sup>  
6/2/17

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Child Development Clinic Network

Budget Period: 7/1/17-6/30/18

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHS Contract Share		Total
	Direct Incremental	Indirect	Share Incremental	Match	Direct Incremental	Indirect	
1. Total Salary/Wages	\$ 131,054.00	\$ -	\$ 131,054.00	\$ -	\$ 4,368.00	\$ -	\$ 128,686.00
2. Employee Benefits	\$ 24,900.00	\$ -	\$ 24,900.00	\$ -	\$ 829.00	\$ -	\$ 24,071.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational Materials, Tests, Journals	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00
6. Travel	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ -	\$ -	\$ 1,400.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,140.00	\$ -	\$ 2,140.00	\$ -	\$ -	\$ -	\$ 2,140.00
Postage	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Psychologists	\$ 96,042.00	\$ -	\$ 96,042.00	\$ -	\$ -	\$ -	\$ 96,042.00
Developmental Pediatricians	\$ 59,582.00	\$ -	\$ 59,582.00	\$ -	\$ -	\$ -	\$ 59,582.00
Allied Health Professionals	\$ 13,720.00	\$ -	\$ 13,720.00	\$ -	\$ -	\$ -	\$ 13,720.00
Interpreters	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
Community Relations/CDP Network Meetings	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00
Information Technology	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00
Central NH VNA & Hospice	\$ 56,930.00	\$ -	\$ 56,930.00	\$ -	\$ -	\$ -	\$ 56,930.00
Dartmouth Hitchcock Clinic	\$ 14,281.00	\$ -	\$ 14,281.00	\$ -	\$ -	\$ -	\$ 14,281.00
Elliot Professional Services Network	\$ 44,918.00	\$ -	\$ 44,918.00	\$ -	\$ -	\$ -	\$ 44,918.00
Weeks Medical Center	\$ 47,550.00	\$ -	\$ 47,550.00	\$ -	\$ -	\$ -	\$ 47,550.00
Laconia Psychologists (Joseph T. Keenan, PhD)	\$ 21,000.00	\$ -	\$ 21,000.00	\$ -	\$ -	\$ -	\$ 21,000.00
Community Partners	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00
Space Allocation	\$ -	\$ 8,058.00	\$ -	\$ 8,058.00	\$ -	\$ -	\$ 8,058.00
Administrative Fee	\$ -	\$ 76,151.00	\$ -	\$ 76,151.00	\$ -	\$ -	\$ 76,151.00
TOTAL	\$ 629,617.00	\$ 84,209.00	\$ 613,826.00	\$ 6,529.00	\$ 13,258.00	\$ -	\$ 629,617.00
Indirect As A Percent of Direct		15.90%					
TOTAL	\$ 629,617.00	\$ 84,209.00	\$ 613,826.00	\$ 6,529.00	\$ 13,258.00	\$ 75,580.00	\$ 695,663.00

Contractor Initials: *[Signature]*  
Date: 6/21/17

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Child Development Clinic Network

Budget Period: 7/1/18-6/30/19

Line Item	Incremental	Total Program Costs Incremental	Total	Contractor Share / Match Incremental	Total	Contractor Share / Match Total
1. Total Salary/Wages	\$ 133,666.00	\$ 133,666.00	\$ 133,666.00	\$ 4,458.00	\$ 138,124.00	\$ 142,582.00
2. Employee Benefits	\$ 25,397.00	\$ 25,397.00	\$ 25,397.00	\$ 847.00	\$ 26,244.00	\$ 27,091.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 850.00	\$ 850.00	\$ 850.00	\$ -	\$ 850.00	\$ 850.00
Educational Materials, Tests, Journals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ -	\$ 1,600.00	\$ 1,600.00
7. Occupancy	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ -	\$ 1,400.00	\$ 1,400.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,140.00	\$ 2,140.00	\$ 2,140.00	\$ -	\$ 2,140.00	\$ 2,140.00
Postage	\$ 800.00	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 600.00	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ 600.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Psychologists	\$ 97,964.00	\$ 97,964.00	\$ 97,964.00	\$ -	\$ 97,964.00	\$ 97,964.00
Developmental Pediatricians	\$ 60,770.00	\$ 60,770.00	\$ 60,770.00	\$ -	\$ 60,770.00	\$ 60,770.00
Allied Health Professionals	\$ 13,985.00	\$ 13,985.00	\$ 13,985.00	\$ -	\$ 13,985.00	\$ 13,985.00
Interpreters	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00
Community Relations/CDP Network Meetings	\$ 850.00	\$ 850.00	\$ 850.00	\$ -	\$ 850.00	\$ 850.00
Information Technology	\$ 300.00	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00
Central NH, MA & NH/VA & Hospice	\$ 56,930.00	\$ 56,930.00	\$ 56,930.00	\$ -	\$ 56,930.00	\$ 56,930.00
Dartmouth Hitchcock Clinic	\$ 14,568.00	\$ 14,568.00	\$ 14,568.00	\$ -	\$ 14,568.00	\$ 14,568.00
Ellie Professional Services Network	\$ 45,816.00	\$ 45,816.00	\$ 45,816.00	\$ -	\$ 45,816.00	\$ 45,816.00
Weeks Medical Center	\$ 47,550.00	\$ 47,550.00	\$ 47,550.00	\$ -	\$ 47,550.00	\$ 47,550.00
Lacoma Psychologists (Joseph T. Keenan, Ph.D.)	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ -	\$ 21,000.00	\$ 21,000.00
Community Partners	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00
Space Allocation	\$ -	\$ -	\$ -	\$ 8,058.00	\$ 8,058.00	\$ 8,058.00
Administrative Fee	\$ -	\$ -	\$ -	\$ 9,363.00	\$ 9,363.00	\$ 9,363.00
<b>Total</b>	<b>\$ 537,286.00</b>	<b>\$ 537,286.00</b>	<b>\$ 622,726.00</b>	<b>\$ 5,366.00</b>	<b>\$ 628,092.00</b>	<b>\$ 633,458.00</b>
Indirect As A Percent of Direct			15.90%			

Contractor Initials: *VP*  
Date: 6/21/17

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Comprehensive Nutrition Network for Children and Youth With Special Healthcare Needs

Budget Period: 7/1/17-6/30/18

Line Item	Direct Incremental	Total Program Cost	Fixed	Variable	Contractor Share (Fixed)	Contractor Share (Variable)	Fixed	Variable	Total	Cost
1. Total Salary/Wages	\$ 128,603.00	\$ 128,603.00	\$ 128,603.00	\$ -	\$ 18,038.00	\$ -	\$ 18,038.00	\$ -	\$ 112,565.00	\$ 112,565.00
2. Employee Benefits	\$ 24,435.00	\$ 24,435.00	\$ 24,435.00	\$ -	\$ 3,048.00	\$ -	\$ 3,048.00	\$ -	\$ 21,387.00	\$ 21,387.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00
6. Travel	\$ 300.00	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ 300.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 200.00	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ 200.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 200.00	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ 200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Patient Visits and Travel	\$ 94,500.00	\$ 94,500.00	\$ 94,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,500.00	\$ 94,500.00
Community Outreach	\$ 800.00	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ 800.00
North Country Sloop	\$ 825.00	\$ 825.00	\$ 825.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 825.00	\$ 825.00
Regional Nutritionists Training	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200.00	\$ 3,200.00
Cultural/Linguistic Support	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
Space Allocation	\$ 8,058.00	\$ 8,058.00	\$ 8,058.00	\$ -	\$ 8,058.00	\$ -	\$ 8,058.00	\$ -	\$ -	\$ -
Administrative Fee	\$ 34,031.00	\$ 34,031.00	\$ 34,031.00	\$ -	\$ 3,083.00	\$ -	\$ 3,083.00	\$ -	\$ 30,948.00	\$ 30,948.00
<b>TOTAL</b>	\$ 254,663.00	\$ 42,090.00	\$ 296,753.00	\$ 16.53%	\$ 19,086.00	\$ 11,142.00	\$ 30,228.00	\$ 235,877.00	\$ 30,948.00	\$ 266,825.00

Indirect As A Percent of Direct

Contractor Initials: *YH*  
Date: *6/21/17*

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Comprehensive Nutrition Network for Children and Youth With Special Healthcare Needs

Budget Period: 7/1/18-6/30/19

Line Item	Total Program Cost		Contractor Share / Match		Funds		Total
	Direct Incremental	Indirect Incremental	Contractor Share / Match	Match	Direct Incremental	Indirect Incremental	
1. Total Salary/Wages	\$ 131,184.00	\$ -	\$ 18,589.00	\$ -	\$ 18,589.00	\$ -	\$ 112,595.00
2. Employee Benefits	\$ 24,921.00	\$ -	\$ 3,534.00	\$ -	\$ 3,534.00	\$ -	\$ 21,387.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00
Travel	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Patient Visits and Travel	\$ 94,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,500.00
Community Outreach	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00
North Country Stipend	\$ 825.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 825.00
Regional Nutritionists Training	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200.00
Cultural/Linguistic Support	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
Space Allocation	\$ -	\$ 8,059.00	\$ 8,059.00	\$ -	\$ 8,059.00	\$ -	\$ -
Administrative Fee	\$ -	\$ 34,516.00	\$ 3,568.00	\$ -	\$ 3,568.00	\$ -	\$ 30,948.00
<b>TOTAL</b>	\$ 287,710.00	\$ 42,875.00	\$ 22,133.00	\$ 11,627.00	\$ 33,760.00	\$ 238,877.00	\$ 30,948.00

Indirect As A Percent of Direct 18.52%

Contractor Initials: *MS*  
Date: 6/2/17

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Healthcare Coordination Network

Budget Period: 7/1/17-6/30/18

Line Item	Total Program Cost		Contractor Share (March)		Funded by Other Contract Share		Total
	Direct Incremental	Fixed	Direct Incremental	Fixed	Direct Incremental	Fixed	
1. Total Salary/Wages	\$ 156,091.00	\$ -	\$ 156,091.00	\$ -	\$ -	\$ -	\$ 156,091.00
2. Employee Benefits	\$ 29,657.00	\$ -	\$ 29,657.00	\$ -	\$ 276.00	\$ -	\$ 29,933.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,435.00	\$ -	\$ 1,435.00	\$ -	\$ -	\$ -	\$ 1,435.00
7. Occupancy	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -	\$ 2,237.00	\$ -	\$ 4,963.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00
Postage	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ -	\$ -	\$ 265.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cultural/Linguistic Support	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 900.00	\$ -	\$ 100.00
Parent Support and Education	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 150.00	\$ -	\$ 150.00
Team Meetings	\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ 125.00
Information Technology	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -
Space Allocation	\$ 3,275.00	\$ -	\$ 3,275.00	\$ -	\$ 3,275.00	\$ -	\$ -
Administrative Fee	\$ 28,290.00	\$ -	\$ 28,290.00	\$ -	\$ 4,044.00	\$ -	\$ 24,246.00
<b>TOTAL</b>	\$ 198,823.00	\$ 31,665.00	\$ 230,488.00	\$ 7,318.00	\$ 13,088.00	\$ 24,246.00	\$ 217,000.00

15.90%

Indirect As A Percent of Direct

Contractor Initials: *[Signature]*  
Date: 6/21/17

Line Item	Direct Program Cost		Contractor Share / Match		Funds		Funds		Total
	Direct Incremental	Total	Contractor Share / Match	Contractor Share / Match	Direct Incremental	Total	Direct Incremental	Total	
1. Total Salary/Wages	\$ 159,207.00	\$ 159,207.00	\$ -	\$ -	\$ 4,572.00	\$ 4,572.00	\$ -	\$ -	\$ 163,779.00
2. Employee Benefits	\$ 30,248.00	\$ 30,248.00	\$ -	\$ -	\$ 868.00	\$ 868.00	\$ -	\$ -	\$ 31,116.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,435.00	\$ 1,435.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,435.00
6. Travel	\$ 7,200.00	\$ 7,200.00	\$ -	\$ -	\$ 2,237.00	\$ 2,237.00	\$ -	\$ -	\$ 9,437.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00
Subscriptions	\$ 265.00	\$ 265.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 265.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00
10. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cultural/Linguistic Support	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 900.00	\$ 900.00	\$ -	\$ -	\$ 1,900.00
Parent Support and Education	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ 450.00
Team Meetings	\$ 125.00	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125.00
Information Technology	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ 1,500.00
Space Allocation	\$ 3,275.00	\$ 3,275.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,275.00
Administrative Fee	\$ 28,880.00	\$ 28,880.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,880.00
<b>TOTAL</b>	\$ 202,231.00	\$ 32,165.00	\$ -	\$ -	\$ 9,477.00	\$ 17,386.00	\$ 7,909.00	\$ -	\$ 24,246.00
Indirect As A Percent of Direct		15.90%							

Contractor Initials: *YW*  
Date: *6/27/17*



**SPECIAL PROVISIONS**

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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6/2/17



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

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

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

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

*WMS*  
6/2/17



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

JW  
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**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 of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. 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;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. 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);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. 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;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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

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- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. 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
    - 1.6.2. 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;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
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.

Contractor Name: Manchester Community  
Health Center

6/2/17  
Date

  
Name: Chris McCracken  
Title: President/CEO



**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

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

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

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

Contractor Name: Manchester Community  
Health Center

6/2/17  
Date

  
Name: Chris McCracken  
Title: President/CEO



**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 transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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

*jd*  
6/2/17



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**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. 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.
12. 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**

13. 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:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. 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).
14. 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.

Contractor Name: Manchester Community Health Center

6/2/17  
Date

Name: Kris McCracken  
Title: President/CEO

Contractor Initials: KM  
Date: 6/2/17



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*KW*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

6/2/17  
Date

Contractor Name: Manchester Community  
Health Center

  
\_\_\_\_\_  
Name: Kris McCracken  
Title: President / CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

KMC

Date

6/2/17



**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 Name: Manchester Community  
Health Center

6/2/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name: Kris McCracken  
Title: President/CEO



Exhibit I

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

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

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*[Handwritten Signature]*

6/2/17



Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

*KU*  
6/2/17



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

*[Handwritten Signature]*  
Date *6/2/17*



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

*[Handwritten initials]*  
*[Handwritten date: 6/2/17]*



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

Christine Fulandil  
Signature of Authorized Representative

Christine Santanillo  
Name of Authorized Representative

Director, BDS  
Title of Authorized Representative

4/14/17  
Date

Manchester Community Health Center  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Kris McCracken  
Name of Authorized Representative

President/CEO  
Title of Authorized Representative

6/2/17  
Date



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

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

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

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

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

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

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

Contractor Name: Manchester Community Health Center

6/2/17  
Date

  
Name: Chris McCracken  
Title: President/CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 010760
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization 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?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

*YH*  
6/2/17

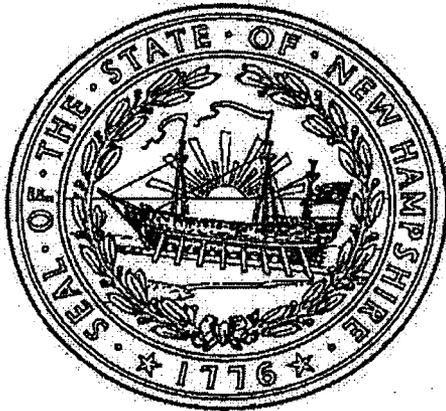
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER COMMUNITY HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 175115



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Gerri Provost, Secretary of the Board of Directors, do hereby certify that:

1. I am a duly elected Officer of Manchester Community Health Center.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 1, 2017:

**RESOLVED:** That the President/CEO is hereby authorized on behalf of this Agency to enter into the said contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and in effect as the 2<sup>nd</sup> day of June, 2017.
4. Kris McCracken is the duly elected President/CEO of the Agency.

  
(Signature of the Secretary of the Board of Directors)

STATE OF NEW HAMPSHIRE  
County of Hillsborough

The forgoing instrument was acknowledged before me this 2<sup>nd</sup> day of June, 2017, by Gerri Provost.

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: 09/07/21



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/12/2017

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

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

<b>PRODUCER</b> License # AGR8150 <b>Clark Insurance</b> One Sundial Ave Suite 302N Manchester, NH 03103	<b>CONTACT NAME:</b> Lorraine Michals, CIC	
	<b>PHONE (A/C, No, Ext):</b> (603) 716-2362	<b>FAX (A/C, No):</b> (603) 622-2854
<b>E-MAIL ADDRESS:</b> lmichals@clarkinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Continental Western Insurance Company		
<b>INSURER B :</b> Union Insurance Co		25844
<b>INSURER C :</b> Acadia		31325
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

<b>INSURED</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
Manchester Community Health Center MCHC 145 Hollis Street Manchester, NH 03101		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA5181886-12	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5181888-12	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA5181889-12	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA5181890-12	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  NH DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## *Mission, Vision and Core Values*

### *Mission*

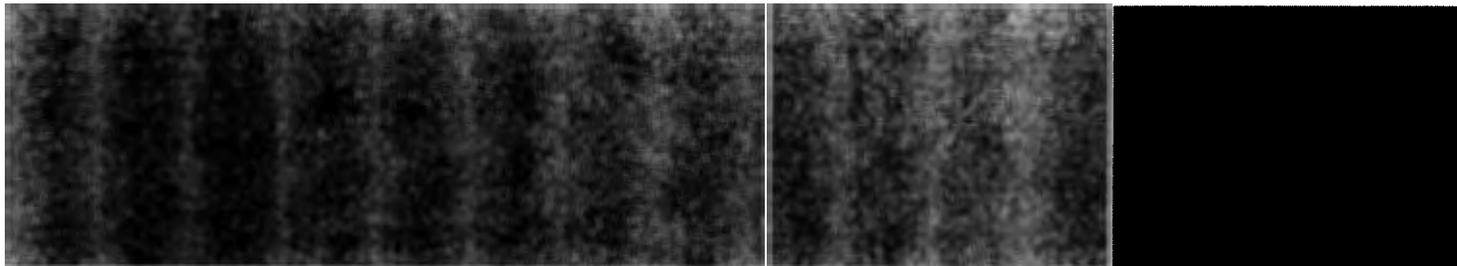
To improve the health and well-being of our patients and the communities we serve by leading the effort to eliminate health disparities by providing exceptional primary and preventive healthcare and support services which are accessible to all.

### *Vision*

MCHC will become the provider of choice for comprehensive primary health care by achieving the triple aim of better health outcomes, better patient care, and lowered costs through using innovative care models and strong community partnerships. MCHC will meet our mission by using evidence-based care that is patient-centered, engages families, removes barriers, and promotes well-being and healthy lifestyles through patient empowerment and education.

### *Core Values*

We will promote wellness, provide exceptional care, and offer outstanding services so that our patients achieve and maintain their best possible health. We will do this through fostering an environment of respect, integrity and caring for all stakeholders in our organization.



**FINANCIAL STATEMENTS**

**June 30, 2016 and 2015**

**With Independent Auditor's Report**



## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Manchester Community Health Center

We have audited the accompanying financial statements of Manchester Community Health Center, which comprise the balance sheets as of June 30, 2016 and 2015, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Manchester Community Health Center as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
December 6, 2016

MANCHESTER COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 1,024,773	\$ 456,651
Patient accounts receivable, less allowance for uncollectible accounts of \$1,391,757 in 2016 and \$608,028 in 2015	2,055,686	1,934,418
Other receivables	566,395	492,426
Prepaid expenses	<u>120,052</u>	<u>95,958</u>
Total current assets	3,766,906	2,979,453
Investment in limited liability company	16,203	500
Assets limited as to use	150,000	75,000
Property and equipment, net	<u>3,796,129</u>	<u>3,892,785</u>
Total assets	<u>\$ 7,729,238</u>	<u>\$ 6,947,738</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 484,037	\$ 326,795
Accrued payroll and related expenses	934,203	621,736
Current maturities of long-term debt	<u>51,049</u>	<u>43,176</u>
Total current liabilities	1,469,289	991,707
Long-term debt, less current maturities	<u>1,258,264</u>	<u>1,314,140</u>
Total liabilities	<u>2,727,553</u>	<u>2,305,847</u>
Net assets		
Unrestricted	4,318,627	3,964,859
Temporarily restricted	581,700	575,674
Permanently restricted	<u>101,358</u>	<u>101,358</u>
Total net assets	<u>5,001,685</u>	<u>4,641,891</u>
Total liabilities and net assets	<u>\$ 7,729,238</u>	<u>\$ 6,947,738</u>

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The accompanying notes are an integral part of these financial statements.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Statements of Operations**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue	\$ 9,284,028	\$ 6,712,836
Provision for bad debts	<u>(1,098,074)</u>	<u>(231,869)</u>
Net patient service revenue	8,185,954	6,480,967
Grants and contracts	6,397,842	4,484,372
Other operating revenue	154,857	99,152
Net assets released from restrictions for operations	<u>539,958</u>	<u>648,831</u>
Total operating revenue	<u>15,278,611</u>	<u>11,713,322</u>
Operating expenses		
Salaries and benefits	10,658,870	7,878,279
Other operating expense	4,221,587	3,418,199
Depreciation	311,809	287,621
Interest expense	<u>38,875</u>	<u>44,809</u>
Total operating expenses	<u>15,231,141</u>	<u>11,628,908</u>
Operating income	<u>47,470</u>	<u>84,414</u>
Other revenues and gains		
Contributions	209,687	105,518
Contribution received in acquisition of Child Health Services	-	1,133,495
Investment income	984	962
Equity in earnings from limited liability company	<u>15,703</u>	<u>-</u>
Total other revenues and gains	<u>226,374</u>	<u>1,239,975</u>
Excess of revenues over expenses	273,844	1,324,389
Grants for capital acquisition	<u>79,924</u>	<u>-</u>
Increase in unrestricted net assets	<u>\$ 353,768</u>	<u>\$ 1,324,389</u>

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The accompanying notes are an integral part of these financial statements.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Statements of Changes in Net Assets**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Excess of revenues over expenses	\$ 273,844	\$ 1,324,389
Grants for capital acquisition	<u>79,924</u>	<u>-</u>
Increase in unrestricted net assets	<u>353,768</u>	<u>1,324,389</u>
Temporarily restricted net assets		
Contributions	545,984	679,346
Contribution received in acquisition of Child Health Services	-	297,422
Net assets released from restrictions for operations	<u>(539,958)</u>	<u>(648,831)</u>
Increase in temporarily restricted net assets	<u>6,026</u>	<u>327,937</u>
Permanently restricted net assets		
Contribution received in acquisition of Child Health Services	<u>-</u>	<u>101,358</u>
Increase in permanently restricted net assets	<u>-</u>	<u>101,358</u>
Change in net assets	359,794	1,753,684
Net assets, beginning of year	<u>4,641,891</u>	<u>2,888,207</u>
Net assets, end of year	<u>\$ 5,001,685</u>	<u>\$ 4,641,891</u>

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The accompanying notes are an integral part of these financial statements.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Statements of Cash Flows**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 359,794	\$ 1,753,684
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Provision for bad debts	1,098,074	231,869
Depreciation	311,809	287,621
Contribution received in acquisition of Child Health Services	-	(1,375,281)
Equity in earnings from limited liability company	(15,703)	-
(Increase) decrease in the following assets		
Patient accounts receivable	(1,219,342)	(1,201,230)
Other receivables	(73,969)	218,789
Prepaid expenses	(24,094)	3,518
Increase in the following liabilities		
Accounts payable and accrued expenses	157,242	24,828
Accrued payroll and related expenses	<u>312,467</u>	<u>36,922</u>
Net cash provided (used) by operating activities	<u>906,278</u>	<u>(19,280)</u>
Cash flows from investing activities		
Increase in board-designated reserves	(75,000)	(25,000)
Capital expenditures	<u>(215,153)</u>	<u>(160,297)</u>
Net cash used by investing activities	<u>(290,153)</u>	<u>(185,297)</u>
Cash flows from financing activities		
Payments on long-term debt	<u>(48,003)</u>	<u>(6,401)</u>
Net increase (decrease) in cash and cash equivalents	568,122	(210,978)
Cash and cash equivalents, beginning of year	<u>456,651</u>	<u>667,629</u>
Cash and cash equivalents, end of year	<u>\$ 1,024,773</u>	<u>\$ 456,651</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 38,875	\$ 44,809
Capital assets received in acquisition of Child Health Services	-	1,127,203
Net other non-cash assets received and liabilities assumed in acquisition of Child Health Services	-	248,078

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The accompanying notes are an integral part of these financial statements.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**1. Summary of Significant Accounting Policies**

**Organization**

Manchester Community Health Center (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive family oriented primary healthcare services which meet the needs of a diverse community, regardless of age, ethnicity or income.

On November 1, 2014, the Organization acquired Child Health Services (CHS), a New Hampshire non-profit corporation.

**Child Health Services Acquisition**

On November 1, 2014 (the acquisition date), the Organization acquired CHS. CHS is a community health clinic that provides primary care, family planning, ancillary and specialty services, and special medical services to children, teenagers, and young adults. The services previously provided by CHS were subsequently provided by the Organization.

In accordance with the acquisition agreement, CHS's endowment fund was not transferred to the Organization. The surviving CHS entity amended its organizing documents to reflect a change in name to Children's Public Health Fund (Fund) and a change in purpose to support the child health and welfare services of Manchester Community Health Center. In addition, the Fund will manage the endowment, perform fundraising for the endowment (in consultation and coordination with the Organization), and grant funds to the Organization from the income generated by the endowment. The Fund's board membership is independent from the Organization's board membership.

The following table summarizes the amounts of the assets acquired and liabilities assumed at the acquisition date.

Financial assets	\$ 156,994
Receivables	462,800
Other current assets	16,820
Property and equipment	1,127,203
Liabilities	<u>(231,542)</u>
Inherent contribution received	<u>\$ 1,532,275</u>

The Organization acquired CHS by means of an inherent contribution where no consideration was transferred by the Organization. The Organization accounted for this business combination by applying the acquisition method, and accordingly, the inherent contribution received was valued as the excess of assets acquired over liabilities assumed. In determining the inherent contribution received, all assets acquired and liabilities assumed were measured at fair value as of the acquisition date.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

The following table summarizes the inherent contribution received by net asset classification.

Unrestricted	\$ 1,133,495
Temporarily restricted	297,422
Permanently restricted	<u>101,358</u>
Inherent contribution received	<u>\$ 1,532,275</u>

**Income Taxes**

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

**Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles generally requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

Cash and cash equivalents exclude amounts whose use is limited by Board designation.

**Allowance for Uncollectible Accounts**

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 608,028	\$ 375,000
Provision	1,098,074	231,869
(Write-offs)/recovery	<u>(314,345)</u>	<u>1,159</u>
Balance, end of year	<u>\$ 1,391,757</u>	<u>\$ 608,028</u>

The increase in the allowance and the provision is primarily the result of provider credentialing challenges which resulted in uncollectible receivable balances.

**Grants and Other Receivables**

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

**Investment in Limited Liability Company**

The Organization is one of eight members who each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$16,203 and \$500 at June 30, 2016 and 2015, respectively.

**Assets Limited as to Use**

Assets limited as to use consist of cash and cash equivalents and represent assets designated by the board for future capital needs.

**Property and Equipment**

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the excess of revenues over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service, with the exception of assets acquired with restricted grants as described below.

# MANCHESTER COMMUNITY HEALTH CENTER

## Notes to Financial Statements

June 30, 2016 and 2015

### **Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Restricted grants received for capital acquisitions prior to July 1, 2015 are released from restriction over the life of the related acquired assets in accordance with the reporting of the depreciation expense. Restricted grants released are reported as unrestricted revenue and support. Effective July 1, 2015, restricted grants received for capital acquisitions are reported as temporarily restricted net assets in the period received, and expirations of those donor restrictions are reported when the acquired long-lived assets are placed in service and donor-imposed restrictions are satisfied.

Permanently restricted net assets include net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

### **Donor-Restricted Gifts**

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is unconditionally received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

### **Patient Service Revenue**

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**340B Drug Pricing Program**

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses.

**Charity Care**

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

**Functional Expenses**

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2016</u>	<u>2015</u>
Program services	<b>\$13,439,463</b>	\$10,047,705
Administrative and general	<b>1,619,871</b>	1,440,079
Fundraising	<b><u>171,807</u></b>	<u>141,124</u>
Total	<b><u>\$15,231,141</u></b>	<b><u>\$11,628,908</u></b>

**Excess of Revenues Over Expenses**

The statements of operations reflect the excess of revenues over expenses. Changes in unrestricted net assets which are excluded from the excess of revenues over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

**Subsequent Events**

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 6, 2016, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**2. Property and Equipment**

Property and equipment consists of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	3,877,039	3,870,043
Furniture and equipment	<u>1,545,895</u>	<u>1,394,731</u>
Total cost	5,503,934	5,345,774
Less accumulated depreciation	<u>1,764,795</u>	<u>1,452,989</u>
Construction-in-process	3,739,139	3,892,785
	<u>56,990</u>	<u>-</u>
Property and equipment, net	<u>\$ 3,796,129</u>	<u>\$ 3,892,785</u>

**3. Line of Credit**

The Organization has a \$1,000,000 line-of-credit demand note with a local banking institution. The line of credit is collateralized by all assets and a second mortgage on the Organization's real property. The interest rate is LIBOR plus 3.5% (3.95% at June 30, 2016). There was no outstanding balance on the line of credit at June 30, 2016 and 2015.

**4. Long-Term Debt**

Long-term debt consists of the following:

	<u>2016</u>	<u>2015</u>
Note payable, with a local bank (see terms below)	\$ 1,284,696	\$ 1,327,316
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of \$513, including interest at 1.00%, due July 2020, collateralized by all business assets	<u>24,617</u>	<u>30,000</u>
Total long-term debt	1,309,313	1,357,316
Less current maturities	<u>51,049</u>	<u>43,176</u>
Long-term debt, less current maturities	<u>\$ 1,258,264</u>	<u>\$ 1,314,140</u>

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

The Organization has a promissory note with RBS Citizens, N. A. (Citizens) for the purchase of the medical and office facility in Manchester, New Hampshire. The note is collateralized by the real estate. The note is a five-year balloon note due December 1, 2018 to be paid at the amortization rate of 25 years. The note is borrowed at a variable interest rate with margins adjusted annually on July 1 based on the Organization's achievement of two operating performance milestones (2.8667% at June 30, 2016). NHHEFA is participating in the lending for 30% of the promissory note. Under the NHHEFA program, the interest rate on that portion is approximately 30% of the interest rate charged by Citizens.

The Organization is required to meet an annual minimum working capital and debt service coverage as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization is in compliance with all loan covenants at June 30, 2016.

Scheduled principal repayments of long-term debt for the next five years are as follows:

2017	\$ 51,049
2018	52,374
2019	1,199,257
2020	6,115
2021	518

**5. Temporarily and Permanently Restricted Net Assets**

Temporarily and permanently restricted net assets consisted of the following as of June 30:

	<u>2016</u>	<u>2015</u>
Temporarily restricted		
Program services	\$ 74,280	\$ 87,641
Child health services	356,884	349,494
Capital improvements (expended)	93,546	138,539
Capital improvements (not yet in service)	<u>56,990</u>	<u>-</u>
Total	<u>\$ 581,700</u>	<u>\$ 575,674</u>
Permanently restricted		
Working capital	<u>\$ 101,358</u>	<u>\$ 101,358</u>

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**6. Patient Service Revenue**

Patient service revenue follows:

	<u>2016</u>	<u>2015</u>
Medicare	\$ 824,444	\$ 516,851
Medicaid	5,824,163	4,816,637
Patient and patient health insurance	<u>1,832,738</u>	<u>820,883</u>
Medical patient service revenue	8,481,345	6,154,371
340B pharmacy revenue	<u>802,683</u>	<u>558,465</u>
Total patient service revenue	<u>\$ 9,284,028</u>	<u>\$ 6,712,836</u>

The Organization has agreements with the Centers for Medicare and Medicaid Services (Medicare) and New Hampshire Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

Effective July 1, 2015, the Organization began to be reimbursed for the care of qualified patients, on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Prior to July 1, 2015, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2015.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges, and capitated arrangements for primary care services on a per member, per month basis.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to \$1,803,834 and \$1,264,656 for the years ended June 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

**7. Retirement Plan**

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed \$266,304 and \$195,365 for the years ended June 30, 2016 and 2015, respectively.

**8. Concentration of Risk**

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at June 30:

	<u>2016</u>	<u>2015</u>
Medicare	15 %	6 %
Medicaid	46 %	67 %
Other	<u>39 %</u>	<u>27 %</u>
	<u>100 %</u>	<u>100 %</u>

**9. Commitments and Contingencies**

**Medical Malpractice Insurance**

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**Leases**

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2017	\$ 338,327
2018	293,878
2019	113,624
2020	71,955
2021	73,016
Thereafter	<u>207,106</u>
Total	<u>\$ 1,097,906</u>

## Board of Directors

Manchester Community Health Center

Name	Committee(s)	Board Role	Date of Nominations	Next Due for Reappointment	Final Term Ends (9 or Max)
KATHLEEN DAVIDSON	Quality Improvement Personnel	Director	11/4/2014	November, 2017	11/04/23
BARBARA LABONTE	Finance (CHAIR) Executive	<b>Treasurer</b>	6/25/2014	June, 2017	06/25/23
DOMINIQUE A. RUST	Executive (CHAIR) Finance	<b>President</b>	4/6/2010	<b>Term ends 4/6/19</b>	04/06/19
TONI PAPPAS	Marketing & Dev (CHAIR)	Director	2/2/2010	<b>Term ends 2/2/19</b>	02/02/19
GERRI PROVOST	Finance Executive	<b>Secretary</b>	11/4/2008	<b>Term ends 11/4/17</b>	11/04/17
<b>MUKHTAR IDHOW</b>	Quality Improvement	Director	4/6/2010	<b>Term ends 4/6/19</b>	04/06/19
<b>MYRA NIXON</b>	Personnel (CHAIR) Executive	<b>Vice President</b>	9/1/2008	<b>Term ends 9/17</b>	09/01/17
<b>IDOWU EDOKPOLO</b>	Strategic Planning	Director	11/19/2013	November, 2019	11/19/21
<b>PARSU NEPAL</b>		Director	3/7/2017	March, 2020	03/07/26
<b>CATHERINE MARSELLOS</b>	Strategic Planning Quality Improvement	Director	6/2/2015	June, 2018	06/02/24
<b>ALEIDA GALINDO</b>	Marketing & Dev Quality Improvement	Director	6/2/2015	June, 2018	06/02/24
<b>PHILLIP ADAMS</b>		Director	6/21/2016	June, 2019	6/21/2025
<b>SOM GURUNG</b>		Director	3/7/2017	March, 2020	03/07/26
<b>RAJESH KOIRALA</b>		Director	3/7/2017	March, 2020	03/07/26
<b>KERRI ARAMINI</b>		Director	4/4/2017	April, 2020	04/04/20

JANET E. CLARK

**WORK EXPERIENCE:**

**Child Health Services, Manchester, NH**

Director, Special Medical Programs

2003 to Present

- Management of four programs for children with special health care needs, including the Child Development clinic, Neuromotor Clinic, Community Based Care, and Nutrition programs.
- Member of CHS Management Team and report directly to the Executive Director.
- Responsible for contract management and compliance with state and federal mandates.
- Supervise 15 CHS employees and 19 contractors

Regional Program Coordinator, Child Development Unit

October 1987 to Present

- Manage regional Child Development Program including clinical assessment, community relations, family support, advocacy, all organizational functions of multi-disciplinary team (MD's, PhD's, support staff).
- Developed yearly clinical activities, collaborative initiatives, and long range goals.
- Coordinated Child Development Services Consortium – joint effort by CHS, Area Agency and Early Intervention Program at Easter Seals.
- Participated in agency-wide time study for billing and Quality Assurance purposes/UNH Health policy and Management Personnel.
- Coordinated Health Care Transition Grant for three year A-D/HD Clinic at Child Health Services.

**Special Medical Services Bureau, NH Dept of Health and Human Services, Concord, NH**

Intake Coordinator (Contractor)

September 1999

- Perform initial intake assessment and develop appropriate service plan for new SMSB applicants
- Triage referrals, collaborate with community health and human service providers to assure quality care for children 0-18 years old.

SSI Needs Assessments (Contractor)

1995-1997

- Perform intake/needs assessments for children whose families have applied for SSI benefits, in compliance and refer for services as appropriate with Federal Social Security regulations.

Regional Clinic Coordinator – Genetics Services Program

Feb 1995-July 1998

- Provided community-based coordination as part of Genetic outreach program collaboratively provided by Children's Hospital at Dartmouth and Special Medical Services Bureau.
- Intake assessment, referral and information to families.
- Obtained medical history, pedigree and provided family support at clinic.

**Child Health Services**

Family Support Worker

Feb 1984 – October 1987

- Part of a multi-disciplinary pediatric team.
- Responsible for clinical and social services within the agency setting, home visits, coordination of community resources, interviewing and registration of new families, assessment of need for social services, determination of eligibility for various financial programs, family budgeting, case consultation through clinic conferences and interagency meetings, referrals to community resources, negotiate and advocate on Client's behalf, developing and implementing treatment plans with assigned families, crisis intervention.

**New Hampshire Catholic Charities, Inc. Manchester and Keene, NH**

Social Worker

August 1979 – May 1983

Responsible for the delivery of clinical, social and parish outreach services.

**Cooperative Extension Services, Milford, NH**

Program Assistant

May 1978- June 1979

Responsible for planning and implementing volunteer recruitment programs for Hillsborough County.

**Main Street House, Noank, CT**

Assistant Director

August 1976 – October 1977

A group home for teenage girls, ages 14 though 18.

**EDUCATIONAL BACKGROUND:**

Graduate course work in Public Health, University of NH, Manchester 2000- 2002

Health Administration, New Hampshire College, Manchester, NH 1994

Graduate courses in counseling at Connecticut College, New London, CT 1979-1980

University of New Hampshire, Durham, NH,

B.A., Social Work, Providence College, Providence, R.I.

In-service training/conferences: PDD/Autism, A-D/HD, Family Support, Genetics, Spectrum of Developmental Disabilities, Johns Hopkins University, CHAD Child Maltreatment Conferences

References available upon request.

**MANCHESTER COMMUNITY HEALTH CENTER**  
**Healthcare Coordination Network**  
**Child Development Clinic Network**  
**Comprehensive Nutrition Network for Children and Youth with Special Healthcare Needs**

**07/01/17 - 06/30/18**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Clark	Director of SMP	\$73,970	85%	\$62,874

**07/01/18 - 06/30/19**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Clark	Director of SMP	\$75,445	84.56%	\$63,796