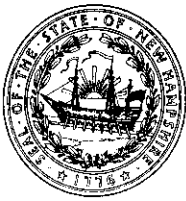


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Becker



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers
Commissioner

Marcella J. Bobinsky
Acting Director

June 9, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into agreements with the two (2) vendors identified in the table below, to provide Personal Responsibility Education Programs (PREP) to teens and young adults that teach about abstinence and contraception for the prevention of pregnancy and sexually transmitted infections, in an amount not to exceed \$624,000, to be effective July 1, 2016 or date of Governor and Council approval, whichever is later, through June 30, 2019. Funds are 100% Federal Funds.

Summary of contracted amounts by vendor:

Vendor	NH Locations	SFY 2017	SFY 2018	SFY 2019	Total Amount
Manchester Community Health Center	City of Manchester	130,000	130,000	130,000	390,000
TLC Family Resource Center	Sullivan County	78,000	78,000	78,000	234,000
		\$208,000	\$208,000	\$208,000	\$624,000

Funds are available in the following account(s) for SFY 2017, and 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.

See attachment for financial details

EXPLANATION

Funds in these agreements will be used to facilitate the delivery of the Personal Responsibility Education Program (PREP), an evidence-based, personal responsibility curricula for the prevention of pregnancy and sexually transmitted infections, including HIV/AIDS. Adult skill preparation programs among adolescents 16-19 years old and pregnant/parenting adolescents up to 21 years old in the city of Manchester and in Sullivan County is a part of the curriculum. Manchester and Sullivan County were pre-selected to implement PREP due to the significantly higher teenage birth rates within those communities.

The Department is committed to helping young people avoid teen pregnancy and sexually transmitted infections by supporting programs that promote healthy and essential life skills. The goal of this funding is to decrease teen birth rates, pregnancies and sexually transmitted infections in areas of the state with demonstrated need.

The teen birth rate in New Hampshire is 10.2 births per 1,000 females 15-19 years old. With more than 12,400 births among women of all ages, less than 1% was to teens under 18 years old. Less than 2% were to teens less than 19 years old. Among teen births, 78% were to women aged 18 or 19. In the past five years, the teen birth rate has fallen 25.5%.

The most recent Youth Risk Behavior Survey (YRBS 2015)ⁱ provides a snapshot of current sexual health behaviors among high school students in New Hampshire with significantly higher teenage birth rates within the city of Manchester and in Sullivan County.

Currently, within the city of Manchester, 60% of high school students in 12th grade are sexually active, yet only 36% of all students report using a condom at last sexual encounter. Only 11.4% of all high school students combined rely on oral contraceptive pills to prevent pregnancy, but 24.5% of 12th graders do use contraceptive pills. Almost 13% of sexually active students reported using alcohol and/or drugs before the last sexual intercourse. One quarter of high school students report having come to school high on marijuana. Use of alcohol is on the rise, with a full 25% of students reporting they binge drink at least 1-5 days per month.

Results in Sullivan County vary slightly from Manchester. Among high school 12th graders, 74% are sexually active, with 39% of them using a condom at last intercourse (more sexually active and more condom use than Manchester). Among girls in 12th grade, 35% use oral contraception, higher than the 24% using this form of contraception in Manchester.

Helping teens prevent unintended pregnancy, including subsequent pregnancies among those who have already become parents, provides teens a healthy foundation for adult life. Through strategies like evidence-based pregnancy prevention curricula, abstinence education, access to confidential reproductive health care and home visitation for pregnant and parenting teens, supports are available to help adolescents and young adults make healthy decisions around their sexual health.

Should Governor and Executive Council not authorize this Request, teen births in the city of Manchester and Sullivan County may increase, which may cause New Hampshire to face increased long-term costs associated with health care and social services due to unintended pregnancies.

The Manchester Community Health Center and TLC Family Resource Center were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from April 22, 2016 through May 20, 2016.

Two applications were received in response to the Request for Application. Three reviewers who work internal and external to the Department reviewed the proposals. The reviewers represent seasoned public health administrators and managers with experience managing agreements with vendors for various public health programs. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses to the proposals. Both Applications were selected for funding. The final decision was made through consensus scoring. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, these competitively procured Agreements have the option to extend for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures will be used to measure the effectiveness of the agreements:

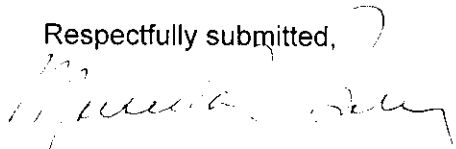
- Among participants that complete evidence-based teen prevention programs, the percent that demonstrate increased knowledge and confidence about safer sex practices, including abstinence.
- Among participants that complete evidence-based teen prevention programs, the percent that indicate greater confidence to communicate with parents about their sexual health.
- Among sexually active participants that complete evidence based teen prevention programs, the percent that used contraception to prevent pregnancy the last time they had sexual intercourse.
- Among participants that complete the evidence based teen prevention programs, the percent that indicates improved healthy life skills (e.g. decision making, goal setting, healthy development, education and career success).

Area served: The city of Manchester and Sullivan County.

Source of Funds: 100% Federal Funds from US Department of Health and Human Services, Administration on Children, Youth and Families, Personal Responsibility Education Program.

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

Respectfully submitted,


Marcella J. Bobinsky, MPH
Acting Director

Approved by:


Jeffrey A. Meyers
Commissioner

www.dhhs.nh.gov/dphs/hsdm/yrbs.htm

**NH DHHS PERSONAL RESPONSIBILITY EDUCATION PROGRAM (PREP) CONTRACTS
SFY 2017, SFY 2018 and SFY 2019 FINANCIAL DETAIL**

**05-95-90-902010-1844 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
SERVICES, FED NH PREP GRANT**

100% Federal Funds

CFDA #

93.092

FAIN

1601NHPREP

Manchester Community Health Center

VE #157274-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	90018440	130,000
2018	102/500731	Contracts for Program Services	90018440	130,000
2019	102/500731	Contracts for Program Services	90018440	130,000
Sub Total				390,000

TLC Family Resource Center

VE #170625-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	90018440	78,000
2018	102/500731	Contracts for Program Services	90018440	78,000
2019	102/500731	Contracts for Program Services	90018440	78,000
Sub Total				234,000
TOTAL				624,000



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

**Personal Responsibility Education
Program (PREP)**

RFA-2017-DPHS-04-PERSO

RFA Name

RFA Number

Bidder Name

1. **Manchester Community Health Center**
2. **TLC Family Resource Center**

Pass/Fail	Maximum Points	Actual Points
91%	350	319
89%	350	313

Reviewer Names

1. Felicia Fielding, Program Manager, BCHS
2. Turcina McNeilly, Public Health Advisor, BIDD
3. Lindsay Pierce, Section Chief, BIDD

Subject: Personal Responsibility Education Program (PREP) - City of Manchester

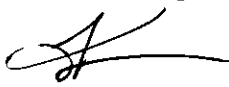
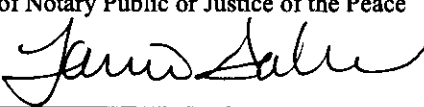
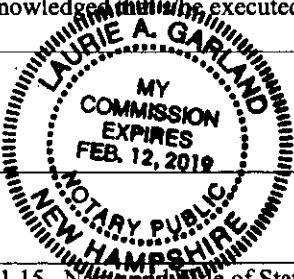
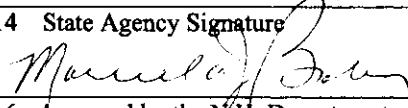
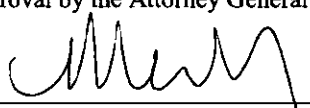
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Division of Public Health 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 603-296-9230	1.6 Account Number 05-95-90-902010-1844-102-500731	1.7 Completion Date 6/30/19	1.8 Price Limitation \$390,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Eric Borrin, Director of Contracts and Procurement	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>June 7, 2016</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 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] 			
1.13.2 Name and Title of Notary or Justice of the Peace Laurie Garland, Notary Public			
1.14 State Agency Signature  Date: <u>6/9/16</u>		1.15 Name and Title of State Agency Signatory Marcella J. Bobinsky, MPH Acting Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/12/16</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

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.

[Handwritten Signature]
1/17/16

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

Handwritten initials and date
Date 12/16



Exhibit A

Scope of Services

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.

2. Purpose

- 2.1. The Contractor shall facilitate the delivery of an evidence-based, personal responsibility curriculum for the prevention of pregnancy and sexually transmitted infections, including HIV/AIDS, and three adulthood preparation subjects among adolescents 16-19 years old and pregnant/parenting adolescents up to 21 years old in the city of Manchester, New Hampshire.

3. Scope of Services

3.1. Contractor Required Services

The Contractor shall:

- 3.1.1. Ensure PREP is implemented in the city of Manchester and targeted toward New Hampshire adolescents ages 16-19, and pregnant or parenting adolescents up to age 21.
- 3.1.2. Develop a local “implementation” team to include, at a minimum:
 - 3.1.2.1. Education and reproductive health professionals and agencies,
 - 3.1.2.2. Youth organizations and groups, as well as youth participants.
 - 3.1.2.3. At least one (1) evidence-based curriculum, but no more than two (2) from the following pre-selected, evidence-based curricula, based on local assessment and capacity of targeted area, which will best meet the community needs:
 - **Reducing the Risk** (high school setting)
 - **Focus** (clinical or community based setting)

W
6/7/16



Exhibit A

- **Be Proud! Be Responsible!** (school or community based setting)
 - **Draw the Line/Respect the Line** (school and youth program settings)
- 3.1.3. Provide training for selected personal responsibility curricula.
- 3.1.4. Curricula must include the following required topics:
- 3.1.4.1. Abstinence
 - 3.1.4.2. Contraception for the prevention of pregnancy and STI
 - 3.1.4.3. Provide these three (3) required “adulthood preparation education” components:
 - **Healthy relationships**, such as positive self-esteem and relationship dynamics, friendships, dating, romantic involvement, marriage (where applicable), and family interactions.
 - **Healthy life skills**, such as goal setting, decision making, negotiation, communication and interpersonal skills, and stress management.
 - **Adolescent development**, such as skills that lead to empowerment, self-sufficiency, promotion of healthy developmental attitudes, and strengthening the connection to their community.
- 3.1.5. All adaptations to evidence based-curricula must follow federal guidance and be approved by model developers.
- 3.1.6. Implement the chosen curricula(s) for at least 125 participants in the city of Manchester.
- 3.1.7. Work with the State-identified evaluation specialist, as appropriate.
- 3.1.8. Report to the Department of Health and Human Services (DHHS), all required data on program activities and evaluation to include, but not limited to, output measures, fidelity/adaptations, implementation and capacity building, outcome measures, and community data.
- 3.1.9. Attend the State Reproductive Health Task Force, which will serve as an overall advisory committee to implementation.
- 3.1.10. Attend the Federal grantees’ meeting as required by this funding.
- 3.1.11. Attend pertinent technical assistance sessions or progress reviews sponsored by the DHHS, as requested.
- 3.1.12. Coordination of Services

WJ
6/7/16



Exhibit A

3.1.12.1. The Contractor shall participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans through collaboration with the local Public Health Regions, as may be appropriate, to enhance the implementation of community-based public health prevention initiatives being implemented by the contractor.

3.2. Evidence Based Program Models – Requirements

3.2.1. The Contractor shall replicate evidence-based effective programs or substantially incorporate elements of effective programs that have been proven on the basis of rigorous scientific research to change behavior, which means delaying sexual activity, increasing contraceptive use for sexually active youth, or reducing pregnancy among youth.

3.2.2. At least one (1), but no more than two (2) curricula must be selected from the following four pre-approved evidence-based programs.

- **Reducing the Risk** (high school setting)
- **Focus** (clinical or community based setting)
- **Be Proud! Be Responsible!** (school or community based setting)
- **Draw the Line/Respect the Line** (school and youth program settings)

3.2.3 The Contractor shall address the Adult Preparation Subjects (APS) by including the following three (3) required subjects in their training activities:

- **Healthy Relationships** – positive self-esteem and relationship dynamics.
- **Healthy Life Skills** – goal setting, negotiation, decision making, communication, stress management, and interpersonal skills.
- **Adolescent Development** – healthy attitudes and values about adolescent growth, body image, and racial and ethnic diversity.

3.3. Program Fidelity/Medical Accuracy – Requirements

3.3.1. Contractor shall replicate a full program model with fidelity. Adaptations to the program shall be minimal. The Contractor may add on components related to pregnancy prevention and prevention of sexually transmitted infections. Any component that is added onto an evidence-based program must be well integrated into the program and should not alter the core components of the evidence-based program model. Model adaptations are subject to approval.

3.3.2. Contractor shall ensure that implemented programs are medically accurate. Medical accuracy means that medical information must be verified or supported by the weight of research conducted in compliance with accepted scientific

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Exhibit A

methods and published in peer-reviewed journals where applicable, or be comprised of information that leading professional organizations and agencies with relevant expertise in the field recognize as accurate, objective and complete. Contractor shall ensure that all education materials that are presented as factual will be grounded in scientific research. Any additions or modifications to evidence-based curricula must be reviewed and approved by the developers of the curriculum, the New Hampshire Department of Health and Human Services, as well as the U.S. Department of Health and Human Services, Administration on Children, Youth and Families (ACYF), to assure medical accuracy and program fidelity prior to implementation.

3.4. Evaluation – Requirements

3.4.1. Contractor will participate, if NH PREP is selected, in a national evaluation. Contractor agrees that it shall comply with the requirements of Section 513 of PREP throughout the term of the contract. (Sec. 513. [42 U.S.C. 713] (a) Allotments to States). Key findings that will be incorporated that cross over all of the approved curricula include:

- Increasing the understanding of the benefits of delaying sexual activity and/or the intention to remain abstinent.
- Increasing the understanding of contraceptives and how to access contraception if their choice is to remain sexually active or to engage in sexual activity.
- Increasing the understanding of how their values, beliefs and attitudes impact their sexual health, and their lives overall.
- Increasing the understanding of skills to reduce sexual risk taking and improving communication with parents, sexual partners, and health care providers. Invoices to the NH TBFA Program will include at a minimum; client name, date of birth, service date, type and code of procedure/service, provider name, provider contact, provider affiliation and itemized amount of service.

4. Staffing

4.1. Staffing Provisions

4.1.1. New Hires - The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any key staff person essential to carrying out this scope of services is hired to implement the program. A resume of the employee shall accompany this notification.

4.1.2. The Contractor must notify the Department in writing if the executive director or program coordinator position is vacant for more than three months. This may be done through a budget revision. In addition, the DHHS must be notified in writing

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Exhibit A

if at any time any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

5. Quality Improvement/Performance Improvement (QI/PI)

5.1. Annual Work Plans

- 5.1.1. Performance Logic Models are required for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The Contractor shall incorporate the required performance measures listed in Section 7 below within a logic model format. Reports on Progress/ Outcomes shall detail the plans and activities that monitor and evaluate the agency's progress toward performance measure targets.

6. Data and Reporting Requirements

- 6.1. Contractor shall provide all information as requested, including, but not limited to, Federal and state documentation forms and performance indicator outcomes for inclusion in documentation submitted by the DHHS to the Administration on Children, Youth, and Families. There are three annual data submission events: raw participant and testing data, and two semi-annual narrative reports.
- 6.2. Contractor shall, for purposes of program evaluation and federal reporting, collect and submit personally identifiable health data, for all clients served under this contract. Contractors shall be responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
- 6.3. Contractor shall allow a team or person authorized by the DHHS to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services. The contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with contract.

7. Performance Measures

- 7.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
- 7.1.1. Among participants who complete evidence-based teen prevention programs, the percent that demonstrate increased knowledge and confidence about safer sex practices, including abstinence.
- 7.1.2. Among participants who complete evidence-based teen prevention programs, the percent who indicate greater confidence to communicate with parents about their sexual health.



Exhibit A

- 7.1.3. Among sexually active participants who complete evidence based teen prevention programs, the percent that used contraception to prevent pregnancy the last time they had sexual intercourse.
- 7.1.4. Among participants who complete the evidence based teen prevention programs, the percent who indicates improved healthy life skills (e.g. decision making, goal setting, healthy development, education and career success).
- 7.1.5. At intervals specified by the Department, the Contractor shall report on its progress:
 - 1) Performance measures (data to be aggregated & analyzed by MCH Epidemiologist)
 - 2) Counts of unduplicated clients served by age, ethnicity and gender
 - 3) The number of hours clients received in program service hours and curriculum hours
 - 4) The number of clients that completed the programs offered
 - 5) The number of clients completing pre, post, and 6-month follow up surveys
 - 6) Program goals and objectives to demonstrate they have met the minimum required services
 - 7) Two (2) semi-annual narrative reports (3-5 pages) of progress, challenges, and opportunities
 - 8) Fidelity/adaptations to evidence-based curricula
 - 9) Implementation and capacity building (community partnerships, competence with working with targeted population)
 - 10) Participant outcome measures (behavioral, knowledge, intentions, confidence)
 - 11) Community data (STI, birth rates, etc.)
- 7.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

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Exhibit B

Method and Conditions Precedent to Payment

- 1) Funding Sources:
 - 1.1. \$390,000 = 100% federal funds from the US Department of Health and Human Services, Administration on Children, Youth and Families, CFDA #93.092, Federal Award Identification Number (FAIN), #1601NHPREP, \$130,000 in SFY 2017, \$130,000 in SFY 2018, \$130,000 in SFY 2019.
- 2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 2.1. Payment for said services shall be made as follows:
 - 2.1.1. 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.
 - 2.1.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 2.1.3. 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.
 - 2.2. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:
Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.nh.gov
- 3) This is a cost-reimbursement contract based on approved activities for the contract period. Reimbursement shall be made monthly based at \$60.00 per hour for hours worked during the previous month, not to exceed the Price Limitation, block 1.8 of the General Provisions for the contract term.
- 4) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available. Contractor will keep detailed records of their activities related to DHHS-funded activities and hours worked and shall submit with monthly invoices.
- 5) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 6) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



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;

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- 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.

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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



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

Contractor Initials:
Date:



- 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.

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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:

This agreement has the option for a potential extension of up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



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

[Handwritten Signature]
[Handwritten Date: 6/7/10]

New Hampshire Department of Health and Human Services
Exhibit D




- 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

6/7/16
Date


Name: Kris Macracken
Title: President/CEO

Contractor Initials KM
Date 6/7/16



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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Manchester Community Health Center

6/7/16
Date


Name: Kris McClacken
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

PKC
6/7/16



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

6/7/16
Date


Name: Kris MacGowan
Title: President/CEO



**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

[Handwritten Signature]

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

Date

6/17/10

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.

Contractor Name: Manchester Community Health Center

Date 6/7/16



Name: Eric M. Drake
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 EMD

Date 6/7/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

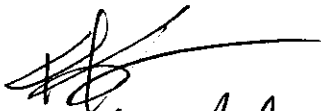
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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

6/7/16
Date


Name: K.S. McCracken
Title: President/CEO

Contractor Initials MM
Date 6/7/16



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.



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

MC
6/7/10



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



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

[Handwritten Signature]
[Handwritten Date: 6/1/16]



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.



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

Marcella J. Bobinsky
Signature of Authorized Representative

Marcella J. Bobinsky, MPH

Name of Authorized Representative

Acting Director

Title of Authorized Representative

6/9/16
Date

Manchester Community Health Center

Name of the Contractor

[Signature]
Signature of Authorized Representative

Kris McCracken
Name of Authorized Representative

Resident/CEO
Title of Authorized Representative

6/7/16
Date

JK
Date 6/7/16



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.

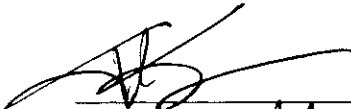
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

6/7/16
Date


Name: Kris Wolzack
Title: President/CEO

AW
6/7/16



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: 9286649370000
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:

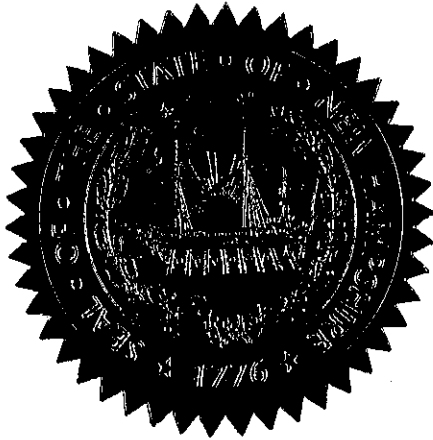
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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 formed May 7, 1992. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of April A.D. 2016

A handwritten signature in cursive script, 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 7, 2016:


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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and in effect as the 7th day of June, 2016.
4. Kris McCracken is the duly elected President/CEO of the Agency.

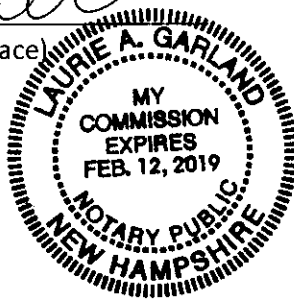

(Signature of the Secretary of the Board of Directors)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 7th day of June, 2016, by Gerri Provost.


(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: 2/12/19



MANCCOM-01

LMICHALS

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
2/10/2016

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 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).

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03102	CONTACT NAME: Lorraine Michals	
	PHONE (A/C, No, Ext): (603) 716-2362	FAX (A/C, No): (603) 622-2854
E-MAIL ADDRESS: lmichals@clarkinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Acadia		31325
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 SUBR INSD 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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CPA5181886-11	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAA5181888-11	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUA5181889-11	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCA5181890-11	11/01/2015	11/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

CERTIFICATE HOLDER**CANCELLATION**

NH DHHS
129 Pleasant Street
Concord, NH 03301

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

Thomas R. Quinn

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Mission, Vision and Core Values

Mission

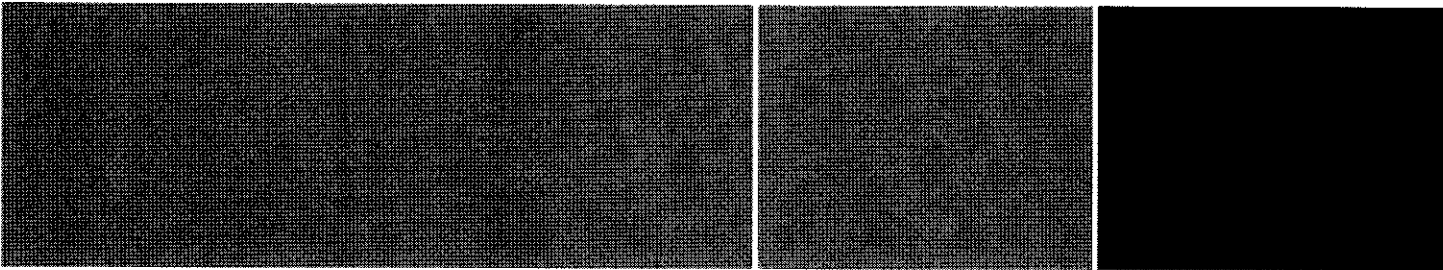
To improve the health and well-being of our patients and the communities we serve by leading the effort to eliminate health disparities by providing exceptional primary and preventive healthcare and support services which are accessible to all.

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.



MANCHESTER COMMUNITY HEALTH CENTER

FINANCIAL STATEMENTS

and

FEDERAL REPORTS IN ACCORDANCE WITH OMB CIRCULAR A-133

with

SUPPLEMENTARY INFORMATION

June 30, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Manchester Community Health Center

Report on Financial Statements

We have audited the accompanying financial statements of Manchester Community Health Center, which comprise the balance sheet as of June 30, 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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, 2015, and the results of operations, changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements as of June 30, 2014 were audited by Brad Borbidge, P.A., who merged with Berry Dunn McNeil & Parker, LLC as of January 1, 2015, and whose report dated October 7, 2014 expressed an unmodified opinion on those statements.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 1, 2015 on our consideration of Manchester Community Health Center's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Manchester Community Health Center's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Concord, New Hampshire
December 1, 2015

MANCHESTER COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2015 and 2014

ASSETS

	<u>2015</u>	<u>2014</u>
Current assets		
Cash and cash equivalents	\$ 456,651	\$ 667,629
Patient accounts receivable, less allowance for uncollectible accounts of \$608,028 in 2015 and \$375,000 in 2014	1,934,418	885,958
Other receivables	492,426	327,514
Prepaid expenses	<u>95,958</u>	<u>82,656</u>
Total current assets	2,979,453	1,963,757
Assets limited as to use	75,000	50,000
Property and equipment, net	<u>3,893,285</u>	<u>2,893,406</u>
Total assets	<u>\$ 6,947,738</u>	<u>\$ 4,907,163</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 326,795	\$ 199,943
Accrued payroll and related expenses	621,736	455,296
Current maturities of long-term debt	<u>43,176</u>	<u>36,800</u>
Total current liabilities	991,707	692,039
Long-term debt, less current maturities	<u>1,314,140</u>	<u>1,326,917</u>
Total liabilities	<u>2,305,847</u>	<u>2,018,956</u>
Net assets		
Unrestricted	3,964,859	2,640,470
Temporarily restricted	575,674	247,737
Permanently restricted	<u>101,358</u>	<u>-</u>
Total net assets	<u>4,641,891</u>	<u>2,888,207</u>
Total liabilities and net assets	<u>\$ 6,947,738</u>	<u>\$ 4,907,163</u>

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Operating revenue		
Patient service revenue	\$ 6,712,836	\$ 4,767,269
Provision for bad debts	<u>(231,869)</u>	<u>(205,317)</u>
Net patient service revenue	6,480,967	4,561,952
Grants and contracts	4,484,372	2,928,941
Other operating revenue	99,152	261,743
Net assets released from restrictions for operations	<u>648,831</u>	<u>290,215</u>
Total operating revenue	<u>11,713,322</u>	<u>8,042,851</u>
Operating expenses		
Salaries and benefits	7,878,279	5,253,638
Other operating expense	3,418,199	2,280,111
Depreciation	287,621	177,006
Interest expense	<u>44,809</u>	<u>36,545</u>
Total operating expenses	<u>11,628,908</u>	<u>7,747,300</u>
Operating income	<u>84,414</u>	<u>295,551</u>
Other revenues and gains		
Contributions	105,518	9,079
Contribution received in acquisition of Child Health Services	1,133,495	-
Investment income	<u>962</u>	<u>1</u>
Total other revenues and gains	<u>1,239,975</u>	<u>9,080</u>
Excess of revenues over expenses	1,324,389	304,631
Change in unrealized gain on financial instrument	<u>-</u>	<u>4,087</u>
Increase in unrestricted net assets	<u>\$ 1,324,389</u>	<u>\$ 308,718</u>

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, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Unrestricted net assets		
Excess of revenues over expenses	\$ 1,324,389	\$ 304,631
Change in unrealized gain on financial instrument	<u>-</u>	<u>4,087</u>
Increase in unrestricted net assets	<u>1,324,389</u>	<u>308,718</u>
Temporarily restricted net assets		
Contributions	679,346	219,518
Contribution received in acquisition of Child Health Services	297,422	-
Net assets released from restrictions for operations	<u>(648,831)</u>	<u>(290,215)</u>
Increase (decrease) in temporarily restricted net assets	<u>327,937</u>	<u>(70,697)</u>
Permanently restricted net assets		
Contribution received in acquisition of Child Health Services	<u>101,358</u>	<u>-</u>
Increase in permanently restricted net assets	<u>101,358</u>	<u>-</u>
Change in net assets	1,753,684	238,021
Net assets, beginning of year	<u>2,888,207</u>	<u>2,650,186</u>
Net assets, end of year	<u>\$ 4,641,891</u>	<u>\$ 2,888,207</u>

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Cash Flows

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ 1,753,684	\$ 238,021
Adjustments to reconcile change in net assets to net cash used by operating activities		
Provision for bad debts	231,869	205,317
Depreciation	287,621	177,006
Change in unrealized gain on financial instrument	-	(4,087)
Restricted contributions	(679,346)	(219,518)
Contribution received in acquisition of Child Health Services	(1,375,281)	-
(Increase) decrease in the following assets		
Patient accounts receivable	(1,201,230)	(559,813)
Other receivables	218,789	9,476
Prepaid expenses	3,518	(29,823)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	24,828	62,021
Accrued payroll and related expenses	36,922	179,222
Advances from third party payers	-	(319,224)
	<u>(698,626)</u>	<u>(261,402)</u>
Net cash used by operating activities		
Cash flows from investing activities		
(Increase) decrease in board designated reserves	(25,000)	100,000
Capital expenditures	<u>(160,297)</u>	<u>(223,368)</u>
Net cash used by investing activities	<u>(185,297)</u>	<u>(123,368)</u>
Cash flows from financing activities		
Restricted contributions	679,346	219,518
Payments on long-term debt	<u>(6,401)</u>	<u>(25,693)</u>
Net cash provided by financing activities	<u>672,945</u>	<u>193,825</u>
Net decrease in cash and cash equivalents	(210,978)	(190,945)
Cash and cash equivalents, beginning of year	<u>667,629</u>	<u>858,574</u>
Cash and cash equivalents, end of year	\$ <u>456,651</u>	\$ <u>667,629</u>
Supplemental disclosures of cash flow information:		
Cash paid for interest	\$ 44,809	\$ 36,545
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	-

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2015 and 2014

1. Summary of Significant Accounting Policies

Organization

Manchester Community Health Center (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 health-care 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, 2015 and 2014

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 consist of demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation.

Patient Accounts Receivable

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 collectability 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. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2015 and 2014

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2015</u>	<u>2014</u>
Balance, beginning of year	\$ 375,000	\$ 360,000
Provision	279,897	205,317
Write-offs	<u>(46,869)</u>	<u>(190,317)</u>
Balance, end of year	<u>\$ 608,028</u>	<u>\$ 375,000</u>

The increase in the allowance is primarily the result of increased volume due to the acquisition of CHS and provider credentialing challenges.

Assets Limited as to Use

Assets limited as to use consist of cash and cash equivalents and represent assets designated by the board for the potential future buy-out of the lease for the Organization's administrative offices. Cash and cash equivalents included in assets limited as to use are not considered cash and cash equivalents for cash flow purposes.

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.

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 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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2015 and 2014

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 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.

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 FQHC's 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 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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2015 and 2014

Functional Expenses

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

	<u>2015</u>	<u>2014</u>
Program services	\$10,047,705	\$ 6,644,962
Administrative and general	1,440,079	1,082,579
Fundraising	<u>141,124</u>	<u>19,759</u>
Total	<u>\$11,628,908</u>	<u>\$ 7,747,300</u>

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).

Reclassifications

Certain amounts in the 2014 financial statements have been reclassified to conform to the current year's presentation.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 1, 2015, the date that the financial statements were 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, 2015 and 2014

2. Property and Equipment

Property and equipment consists of the following:

	<u>2015</u>	<u>2014</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	3,870,043	2,756,571
Medical equipment	209,710	205,201
Furniture and equipment	<u>1,185,521</u>	<u>1,016,001</u>
 Total cost	 5,346,274	 4,058,773
Less accumulated depreciation	<u>1,452,989</u>	<u>1,165,367</u>
 Property and equipment, net	 <u>\$ 3,893,285</u>	 <u>\$ 2,893,406</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% (4.185% at June 30, 2015). There was no outstanding balance on the line of credit at June 30, 2015 and 2014.

4. Long-term Debt

Long-term debt consists of the following:

	<u>2015</u>	<u>2014</u>
Note payable, with a local bank (see terms below)	\$ 1,327,316	\$ 1,363,717
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>30,000</u>	<u>-</u>
 Total long-term debt	 1,357,316	 1,363,717
Less current maturities	<u>43,176</u>	<u>36,800</u>
 Long-term debt, less current maturities	 <u>\$ 1,314,140</u>	 <u>\$ 1,326,917</u>

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2015 and 2014

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 (3.2542% at June 30, 2015). NHHEFA is participating in the lending for thirty percent 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, 2015.

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

2016	\$ 43,176
2017	45,233
2018	46,608
2019	1,215,666
2020	6,116

Cash paid for interest approximates interest expense.

5. Temporarily and Permanently Restricted Net Assets

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

	<u>2015</u>	<u>2014</u>
Temporarily restricted:		
Program services	\$ 87,641	\$ 37,092
CHS acquisition and integration costs	-	14,045
Child health services	349,494	-
Capital improvements (expended)	<u>138,539</u>	<u>196,600</u>
Total	<u>\$ 575,674</u>	<u>\$ 247,737</u>
Permanently restricted: working capital	<u>\$ 101,358</u>	<u>\$ -</u>

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2015 and 2014

6. Patient Service Revenue

Patient service revenue is as follows:

	<u>2015</u>	<u>2014</u>
Medicare	\$ 516,851	\$ 479,894
Medicaid	4,816,637	3,170,576
Patient and patient health insurance	<u>820,883</u>	<u>1,003,522</u>
Medical patient service revenue	6,154,371	4,653,992
340B pharmacy revenue	<u>558,465</u>	<u>113,277</u>
Total patient service revenue	<u>\$ 6,712,836</u>	<u>\$ 4,767,269</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

As an FQHC, the Organization is reimbursed for the care of qualified patients 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 are determined and settled on a retrospective basis. Overall, reimbursement is 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, 2013.

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, 2015 and 2014

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 \$1,543,993 and \$1,722,430 for the years ended June 30, 2015 and 2014, 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 \$195,365 and \$124,789 for the years ended June 30, 2015 and 2014, 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 who are local residents and are insured under third-party payer agreements. At June 30, 2015 and 2014, Medicaid represented 67% and 53%, respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

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, 2015, 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, 2015 and 2014

Leases

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

2016	\$ 111,812
2017	74,299
2018	70,604
2019	72,016
2020	73,456
Thereafter	<u>288,638</u>
Total	<u>\$ 690,825</u>

10. Fair Value of Financial Instruments

The following methods and assumptions were used by the Organization in estimating the fair value of its financial instruments:

Cash and cash equivalents – The carrying amount reported in the statement of financial position approximates fair value because of the short maturity of those instruments.

Notes payable – The carrying amount reported in the balance sheets approximates fair value because the Organization can obtain similar loans at the same terms.

SUPPLEMENTARY INFORMATION

MANCHESTER COMMUNITY HEALTH CENTER

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2015

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Passthrough Contract Number</u>	<u>Total Federal Expenditures</u>
<u>United States Department of Health and Human Services:</u>			
<i>Direct:</i>			
Health Center Cluster			
Consolidated Health Centers	93.224		\$ 1,016,236
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		<u>868,545</u>
Total Health Center Cluster			1,884,781
<i>Passthrough:</i>			
<u>State of New Hampshire Department of Health and Human Services</u>			
Primary Care	93.994	102-500731/ 90080000	38,229
Comprehensive Nutrition Network	93.994	562-500912/ 93001000	35,808
Child Development Program Network	93.994	561-500911/ 93001000	103,558
Neuromotor Disabilities Program	93.994	561-500911/ 93001000	49,149
Community Based Care Services	93.994	561-500911/ 93001000	<u>39,736</u>
Total Maternal and Child Health Block Grant			266,480
Personal Responsibility Education Program	93.092	102-500731/ 90018440	91,194
Family Planning	93.217	102-500734/ 90080203	16,486
Project LAUNCH	93.243	157274-B001/ 90002996	512,773
Breast and Cervical Cancer	93.283	102-500731/ 90080081	49,648
Family Planning - TANF	93.558	502-500891/ 45130203	3,189
Screening, Brief Intervention and Referral to Treatment (SBIRT)	93.959	157274-B001	60,514
<u>Bi-State Primary Care Association</u>			
Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Marketplaces	93.332		36,581
Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Exchanges	93.750		<u>19,477</u>
Total U.S. Department of Health and Human Services			2,941,123
<u>U.S. Department of Housing and Urban Development</u>			
<i>Passthrough:</i>			
<u>City of Manchester, New Hampshire</u>			
Community Development Block Grant			<u>23,263</u>
Total Federal Awards, All Programs			<u>\$ 2,964,386</u>

The accompanying notes are an integral part of this schedule.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2015

1. Basis of Presentation

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Manchester Community Health Center and Subsidiary. The information in this Schedule is presented in accordance with the requirements of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of the Agency, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Manchester Community Health Center.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Nonprofit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Negative amounts shown on the Schedule, if applicable, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

3. Subrecipients

The following is a list of expenditures to subrecipients included in the schedule of expenditures of federal awards for the year ended June 30, 2015.

<u>Program Title</u>	<u>Federal CFDA No.</u>	<u>Subrecipient Expenditures</u>
Project LAUNCH	93.243	\$ 227,666

**SCHEDULE AND REPORTS IN ACCORDANCE
WITH GAS, OMB CIRCULAR A-133**



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
Manchester Community Health Center

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Manchester Community Health Center (the Organization), which comprise the balance sheet as of June 30, 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, and have issued our report thereon dated December 1, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
Manchester Community Health Center

Compliance and Other Matters

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

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Concord, New Hampshire
December 1, 2015



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

Board of Directors
Manchester Community Health Center

Report on Compliance for Each Major Federal Program

We have audited Manchester Community Health Center's (the Organization) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, Manchester Community Health Center complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Report on Internal Control over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Berry Duann McNeil & Parker, LLC

Concord, New Hampshire
December 1, 2015

MANCHESTER COMMUNITY HEALTH CENTER

Schedule of Findings and Questioned Costs

Year Ended June 30, 2015

Section 1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? Yes No

Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

Material weakness(es) identified: Yes No

Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of Circular A-133? Yes No

Identification of major programs:

Name of Federal Program or Cluster CFDA Number

Health Center Cluster 93.224, 93.527
Project LAUNCH 93.243

Dollar threshold used to distinguish between Type A and Type B programs: \$300,000

Auditee qualified as low-risk auditee? Yes No

MANCHESTER COMMUNITY HEALTH CENTER
Schedule of Findings and Questioned Costs (Concluded)
Year Ended June 30, 2015

2. Financial Statement Findings

None

3. Federal Award Findings and Questioned Costs

None

MANCHESTER COMMUNITY HEALTH CENTER BOARD OF DIRECTORS JUNE 2016

	Atty	Legal	Hage Hodess Prof Assc	Marketing & Dev	Director
KATHLEEN DAVIDSON					Director
BARBARA LABONTE	CFO	Finance	Newforma	Finance (CHAIR)	Treasurer
DOMINIQUE A. RUST	COO	Social Services & Healthcare	NH Catholic Charities	Executive	President
TONI PAPPAS	Business Director	Local Government & Business	Business NH Magazine	Finance	Director
GERRI PROVOST	Senior Manager	Medicare Reimbursement	Baker Newman Noyes	Marketing & Dev (CHAIR)	Secretary
ANDRU VOLINSKY	Atty	Legal	Bernstein Shur	Executive	Director
GERMANO MARTINS	Community Liaison	Social Services & Government	NH DHHS	Strategic Planning	Director
MUKHTAR IDHOW	Director	Social Services & Refugees	ORIS	Quality Improvement	Director
MYRA NIXON	Director of HR	Human Resources	Healthsouth Concord	Personnel (CHAIR)	Director
IDOWU EDOKPOLO	Residential Counselor	Youth Services	Easter Seals		Director
TULASI POKHREL	Teacher	Refugees & Education	Bhutanese Southern NH	Strategic Planning	Director
CATHERINE MARSELLOS	Paralegal	Legal & Public Utilities	NH Public Utilities Commission	Strategic Planning	Director
ALEIDA GALINDO	Teacher	Education			Director
DIPAK POKHREL	Interpreter/Teacher	Education & Refugees	Concord Hospital		Director
MARIA MARIANO	Retired	Retail Industry			Director

Kristen McCracken, MBA

Objective

To work for an organization with a clear vision, philanthropic community involvement, well-respected leadership, a strong strategic plan, and a corporate culture that is motivating and inclusive.

Education

Undergraduate Degree: 1991 Mt. Holyoke College, Major: Psychology, Minor: Latin American Studies

Graduate Degree: 2000 Rivier College, MBA Health Care Administration

Summary of Qualifications

Areas of Experience:

- Community Health
- Primary Care
- Behavioral Health
- Electronic Medical Records
- Substance Abuse, HIV/AIDS
- Domestic Violence
- Rape Crisis
- Culturally Diverse Populations
- Federally Funded Programs
- Joint Commission Accreditation
- Fundraising
- Board of Directors

Skill Sets:

- Operations Management
- Strategic Planning
- Budget Development
- Grant Writing/Report Management
- Group Facilitation
- Regulatory Compliance
- Staff Supervision
- Project Management
- Quality Improvement/Data Mgmt.
- Community Collaboration
- Facilities Oversight
- Program Development

Professional experience

2013-Present: **President and CEO-** Manchester Community Health Center

- Oversee all service programs provided by MCHC to ensure that client needs are met and quality standards are maintained and monitored in an efficient, cost effective manner by: supervising program personnel; annually assessing relevance of current programs to community needs; achieving and maintaining appropriate accreditation and/or licenses for programs.
- Ensure that MCHC services are consistent with its mission, vision, and strategic plan to ensure that programming is relevant to existing and emerging client and community needs.
- With the Board Strategic Planning Committee, develop and assist with the planning, execution and evaluation of a fund raising program. Establish and maintain a rapport with corporate sponsors, major contributors, directors, volunteers, civic organizations, and other parties in which the Center does business.
- Recommend a staffing pattern to ensure efficient management and operation of all programs and activities.
- Serve as the primary staff resource for MCHC Board of Directors to ensure effective use of and communication with trustees.
- Ensure that MCHC activities are operated in a cost-effective, efficient manner to ensure ongoing financial stability
- Call and preside at regular meetings with staff to ensure adequate communication between staff, to give the opportunity to share ideas and concerns, to coordinate efforts, and to ensure appropriate standardization of policies and procedures.
- Recommend and communicate necessary policies and procedures to ensure adherence to management, program service, fiscal and accounting standards, and standards of good personnel procedures.

- Develop, coordinate, and maintain effective relationships between MCHC and other groups (such as State legislature, public and private health, welfare and service agencies, media, etc.,) to create public and professional understanding and support of the organization's objectives and activities.

2000-2013: **Director of Operations-** Manchester Community Health Center, Manchester, NH. In collaboration with other Senior Management staff, the DOO assumes responsibility for the day-to-day management of operations of the health center:

- Responsible for multiple departments, including Ancillary Staff, Nursing, Medical Assistants, Medical Records, Volunteers, Interpreters, and Business Office Staff.
- Collaborate with other senior management team members in overseeing health center operations, policy and program development, staff supervision, and overall program management of the organization.
- Maintaining continuity and quality of care for clients, including oversight of Patient Satisfaction programs, and co-responsibility for implementation of Quality Improvement Initiatives. Responsible for Patient Centered Medical Home and Meaningful Use activities.
- Primary responsibility for data analysis related to quality of care initiatives
- Key role in the development of center-wide goals and representing the Health Center in various community settings.
- Project Manager for the EMR (Electronic Medical Record) called Centricity (EMR & PM) including initial setup and implementation, ongoing support and development
- Participate in Board of Directors meetings, and several board and staff committees, including Safety, Personnel, Ethics, Strategic Planning, QI, Corporate Compliance, Medical Advisory Committee
- Direct staff and management team supervision, grant writing, project management, regulatory compliance, community collaborations, cultural competency, budget development, and other operational activities.
- Facilitation of employee satisfaction survey development, administration and response
- Oversight and development of ancillary services including interpretation, transportation, nutrition, dental collaboration grants and behavioral health.
- Special initiatives including Medical Home certification, Meaningful Use planning, Joint Commission accreditation, and similar ventures

1997-2000: **Family Services Manager-** Manchester Community Health Center, Manchester, NH. Responsible for the management of the behavioral health services, care management, nutrition, interpretation, and coordination of ancillary services programming.

1996-1997: **Crisis Outreach Counselor-** Manchester Community Health Center, Manchester, NH. Provided crisis intervention and short-term counseling to patients identified by provider staff as high risk. Complete psycho-social intakes on new patients. Performed outreach services to patients who had fallen out of care. Coordinated care with medical team and behavioral health staff.

1995-1996: **Substance Abuse Clinician I-** Habit Management Institute, Lawrence, MA.

- Substance Abuse individual counseling
- Methadone treatment planning
- Substance abuse education
- Facilitation of support groups
- Admission/discharge planning, and community networking.

1993-1995: **Case Manager/Volunteer Coordinator, Fundraising Coordinator-** River Valley AIDS Project, Springfield, MA.

- Volunteer Program Coordinator responsibilities included developing and maintaining a volunteer program for the agency, networking, training, design and implementation, volunteer support, and monthly billing/statistics.
- Development Coordinator responsibilities included creating a fundraising donor base, initiating the development of new fundraising events, facilitating relationships with corporate sponsors, maintaining quarterly newsletters, and facilitating the following committees: Anthology Committee, Dinner for Friends Committee, Gay Men's Focus Group, Fundraising Committee, and the Children Orphaned by AIDS Committee.
- During first year of employment functioned as a Case Manager, with responsibilities including referrals, trainings, translation, support groups, counseling, advocacy, and monthly billing. Created the first public Resource Library for HIV/AIDS in Western MA, developed a donation program, and developed a Speaker's Bureau program, as well as supervised interns and trained new staff.

1990-1993: **Rape Crisis Counselor, Children's Advocate/Counselor**- YWCA, Springfield, MA.

- Rape Crisis Counselor: responsible for essentially all aspects of programming including statistics for grant reporting, billing records, case records, and individual, couples and family counseling services. Also responsible for legal and medical advocacy, educational trainings, and hotline/on-call responsibilities. Facilitated four support groups for adults, teens, Spanish speaking women, and teenagers who had re-perpetrated their sexual abuse.
- Children's Counselor/Advocate: responsible for individual counseling, a children's support group, parenting classes, and working with the referral needs of the children in the battered women's shelter. As a member of the Counseling team: answered hotline calls, provided individual counseling, kept case files, ran in-house support groups, and provided traditional case management.

Languages Spoken

Spanish (Verbal and Written)

Community activities

- ↓ Board of Directors, NH Minority Health Coalition 1999-2002
- ↓ Medical Interpretation Advisory Board 2002-2008
- ↓ Chair, Data Subcommittee: NH Health & Equity Partnership 2010- Present
- ↓ Diversity Task Force, State of NH DHHS 2002-2010
- ↓ Healthcare for the Homeless Advisory Board 2004-2012
- ↓ Volunteer: B.R.I.N.G. IT! Program (2009-2012)
- ↓ Adult Literacy Volunteer: 2009-2010
- ↓ Advisory Board: Nursing Diversity Pipeline 2008-2012
- ↓ Advisory Committee: HPOP (Health Professionals Opportunities Project) 2010-2013

Interests and activities

I enjoy tennis, kayaking, hiking, reading, gardening, travel and family activities.

References

1. Claudia Cunningham, RN, MBA (Previous Supervisor at MCHC) 603-942-7025
2. Gavin Muir, MD, CMO of MCHC (Colleague) 603-935-5223
3. Greg White, CEO at Lamprey Health Care (Colleague) 603-673-8873
4. Tina Kenyon, RN, MSW at Dartmouth Family Practice Residency (Colleague in Community) 603-568-3477

CATHERYN BURCHETT

EXPERIENCE

Child Health Services-Manchester Community Health Center, Manchester, NH

Director of Social Services

April 2010 – Present

- Direct the Social Service, Teen Health, and Pediatric Behavioral Health Programs for a community-based medical clinic serving over 13,000 underserved and low income patients in Manchester, NH.
- Develop and manage funding resources including local, state, and federal grant opportunities.
- Supervise 15-20 full and part-time staff along with student interns and VISTA volunteers.
- Participate in local and statewide policy development and implementation around child and adolescent health.
- Participate as a member of the Manchester Community Health Center's Management Team involved in all aspects of agency planning and development.

Child Health Services – Teen Health Clinic, Manchester, NH

Teen Health Clinic Coordinator

March 2008 – March 2010

Social Worker

May 2005 – March 2008

- Responsible for the coordination of all aspects of the Teen Health Clinic, a program of Child Health Services that provides comprehensive health care and social services as well as Title X Family Planning Services to at-risk adolescents in Manchester, NH.
- Developed and managed funding resources including local, state, and federal grant opportunities.
- Provided psycho- social assessment, case management, and crisis intervention services as well as information and referral services to patients and families.
- Developed and implemented health education and prevention programming targeting adolescents.
- Developed, coordinated, and facilitated education and support groups for patients and families.
- Provided technical assistance to local providers and the community on adolescent health issues.
- Participated in local and statewide policy development and implementation around adolescent health issues.

Southern New Hampshire Medical Center, Nashua, NH

Clinical Social Worker

2004-2005

- Provided crisis intervention, case management, and supportive counseling services to patients and families.
- Provided referrals and resources as well as supportive counseling to oncology patients and their families in both inpatient and outpatient settings.
- Participated in hospital and community oncology related planning committees and initiatives.

Healthy Mothers, Health Babies, Seattle, WA

Hepatitis B Project Coordinator

2002-2003

- Developed, implemented, and managed statewide program to increase awareness of and immunization against hepatitis B.
- Participated in development and implementation of statewide immunization policy and project planning.
- Developed targeted hepatitis B prevention programs for specific high-risk populations including youth in secondary and high schools; youth in juvenile detention centers; and recent immigrant Asian and Pacific Islander communities.
- Provided professional consultation and technical assistance to local health jurisdictions, providers, and the community on hepatitis B prevention.

Washington Health Foundation, Seattle, WA

Statewide Campaign Coordinator, Campaign for Kids 2001

1999 -2001

- Developed, implemented and managed statewide program to increase enrollment of children in Medicaid and other health coverage plans.
- Provided policy and program analysis and developed advocacy strategies in support of improving access to healthcare; initiated and facilitated community discussion and input into state health policy and planning.
- Wrote and produced a high quality and innovative quarterly newsletter in support of the program.
- Managed VISTA volunteers at project sites around the state.
- Wrote major sections of Robert Wood Johnson Foundation grant and reports in support of the program.

Women's Healthcare Coordinator

1997-1999

- Developed and coordinated women's healthcare programming for the Community Health Access Program

- Identified and responded to gaps in healthcare access in the Seattle/King County community.

University of Washington Medical Center, Seattle, WA

Medical Social Worker, Women's and Children's Team 1994-1995

- Provided crisis intervention and case management services to patients and families.
- Developed, coordinated, and facilitated community education programs and family support groups.

Social Work Intern 1993-1994

- Provided crisis intervention and case management services to patients and families.
- Participated in various social services and healthcare community networks and advocacy groups.

YWCA of Seattle/King County, Seattle, WA

Social Work Intern 1992-1993

- Developed and prepared grant proposals for funding of emergency housing and job training programs and resources.
- Developed, prepared, and facilitated community job search support group for women.

US West New Vector Group, Bellevue, WA

Administrator, Purchasing and Materials Systems 1989-1994

- Provided system administration and support services and managed purchasing database.
- Developed and facilitated education and training programs for Purchasing and Materials Management departments.

Resource Center for Women and Families, Somerville, NJ

Case Manager 1986-1989

- Provided case management, counseling, and advocacy services to women and children in residential domestic violence program.
- Developed, coordinated, and facilitated support groups volunteer trainings and community education programs; supervised volunteers and student interns.

Morris County ARC, Morristown, NJ

Assistant Manager 1986

- Provided case management, counseling, and advocacy services to developmentally disabled adults in residential program.
- Managed operation of residence and supervision of staff

EDUCATION

University of Washington, Seattle, WA 1994
MSW, Social Work
GPA 3.87

Tufts University, Medford, MA 1985
BA Sociology
Graduated Cum Laude

Susan M. Zankel

EDUCATION

University of New Hampshire · Durham, NH	Master of Social Work	2014
University of North Carolina · Chapel Hill, NC	Master of Regional Planning	1995
University of Notre Dame · South Bend, IN	Bachelor of Arts	1990

PROFESSIONAL EXPERIENCE

Manchester Community Health Center at Child Health Services, Manchester NH **2015-present**
PREP Program Coordinator

- Coordinate the Personal Responsibility and Education Program (PREP), a federally funded education initiative that provides evidence-based sexual health curriculum to teen girls in the clinic, school and community setting with the goal of reducing unintended pregnancy and sexually transmitted infection among the target population of at-risk youth in the City of Manchester.
- Manage all aspects of the program including: delivery of curriculum in group setting, monitoring for fidelity, training and supervision of team of PREP of health educators, marketing, budgeting, recruitment of participants, collaboration with MCHC staff and community partners, as well as fulfilling all data collection and reporting for the grant.

Behavioral Health Consultant

- Provide integrated behavioral health services to patients and their families in an outpatient primary care setting at a FHC *Patient Centered Medical Home*.
- Provide brief interventions and traditional counseling to pediatric patients age 0 to 21. Establish treatment plans and interventions. Employ evidence-based practices including: Parent-child therapy, Cognitive Behavioral Therapy (CBT), Mindfulness-based CBT, Dialectical Behavior Therapy, and Motivational Interviewing. Address issues including: ADHD, anxiety, depression, parenting, child development, trauma, stress and other diagnoses as appropriate.
- Coordinate care with team of providers at MCHC-CHS, including physicians, nurses, case managers, behavioral health clinicians, child development clinic, and interpreters. Make referrals for care to other health providers as needed, and partner with schools and child serving agencies.

Concord Hospital Family Health Center (FHC), Concord/Hillsboro, NH **2013-2014**
Integrated Behavioral Health Clinical Intern

The FHC, a *Patient Centered Medical Home*, provides integrated medical and behavioral health services to individuals and families on an outpatient basis.

- Performed clinical behavioral health assessments to establish diagnoses and identify level of care.
- Provided brief and long-term therapy to children, adolescents, adults and families. Co-facilitated a 10-week group for FHC patients with chronic pain called *Managing and Understanding Your Chronic Pain*. Group focus: psycho education, skill building and practice, fostering a community of support, and strategies to improve patient experience and outcomes.
- Partnered and consulted with the FHC's primary care team of physicians, residents, and staff psychiatrist to provide behavioral health services and collaborative care to patients as needed.
- Presented cases and provided input to other clinicians at weekly behavioral health team meetings.

- Used Concord Hospital's electronic medical record (EMR) system to document patient contacts and collaborate with other FHC medical and behavioral health staff.
- Participated in an interdisciplinary quality improvement team focused on reducing hospital readmissions by providing integrated group visits to patients recently discharged from hospital.

Casey Family Services (CFS) Private Child & Family Welfare Agency, Concord, NH 2011-2012
Therapeutic Social Work Intern

- Responsible for direct services to youth in foster care, including supportive counseling and therapeutic interventions to help children learn skills to cope with depression, stress, and anxiety.
- Provided counseling, in-home parenting education and support services to parents and families involved in the child welfare system.
- Participated in permanency teams tasked with determining service plans, conducting assessments, and case management. Co-facilitated a monthly Foster Parent Support Group.
- Developed and conducted a training for foster families focused on the prevention and de-escalation of violence and skill building for healthy relationships, communication, and self-care.

Endowment for Health, Concord, NH 2010-2011

NH Children's Behavioral Health Collaborative - Administrative Support for Lead Facilitator

The *Collaborative* was convened to conduct a multi-partner strategic planning initiative with the goal of creating an integrated, comprehensive children's behavioral health system for New Hampshire.

- Provided administrative and logistical support to the lead facilitator, steering committee and *Collaborative* members. Recorded and transcribed proceedings from monthly meetings.
- Managed collaboration and document sharing through an online member communications site.

Living Yoga Studio, Concord, NH 2004-2011

Registered Yoga Teacher - Certified with the *Yoga Alliance* since 2006.

Bear-Paw Regional Greenways, Deerfield, NH 2000-2003

Executive Director - Managed all aspects of growing non-profit land trust. Guided and implemented Bear Paw's mission-driven land protection programs, strategic planning, and organizational development, as well as its administrative, fundraising, communications, membership, and outreach systems.

Chesapeake Bay Critical Area Commission, Annapolis, MD 1996-2000

Natural Resources Planner - Evaluated development proposed on land adjacent to the tidal waters of the Chesapeake Bay and tributaries in four counties and twelve municipalities for consistency with the water quality, forest, and habitat protections of the Chesapeake Bay Critical Area Law.

The Nature Conservancy - North Carolina Chapter, Chapel Hill, NC 1993-1996

Land Protection Specialist - Designed and implemented the conservation plan for the Black River watershed in North Carolina. Developed partnership with landowners, families, and community leaders. Evaluated the land's ecological and cultural values and guided parties through land protection options.

Conservation Planning Graduate Assistant - Awarded competitive graduate research assistantship to prepare the conservation plan through analysis of natural, cultural and economic resources, and outreach.

TRAINING AND SKILLS

Trauma-Focused Cognitive Behavioral Therapy, Concord, NH Spring 2012

Participated in training workshop through the Dartmouth Trauma Intervention and Research Center and the NH Project for Adolescent Trauma Treatment. Completed supplemental online training modules.

YogaHOPE Trauma-Informed Mind Body Program (TIMBo), Boston, MA Spring 2012
Trained Facilitator

The TIMBo program is a deliverable, 16-session research-based curriculum that incorporates mind-body practices to allow for long-term traumatic stress recovery. The program is delivered in settings including prisons, schools, substance use treatment centers, homeless shelters and women's shelters with demonstrated significant positive outcomes for participants.

Foster and Adoptive Care Essentials Training – Casey Family Services, Concord, NH 2011-2012

Modules included: the developing child, the effects of childhood trauma, and grief and loss.

Mandt System Training – Casey Family Services, Concord, NH Fall 2011

Integrating knowledge of the neurobiological impact of childhood trauma and a focus on building healthy relationships, the system is a comprehensive approach to preventing, de-escalating, and intervening when individuals' behaviors pose a threat of harm to themselves or others.

**Trauma-Sensitive Yoga Teacher Certification,
 Trauma Center/ Justice Research Institute, Boston, MA May 2009**

Trained in and practiced techniques for developing trauma-sensitive yoga classes for individuals suffering from psychological trauma, complex trauma, and post-traumatic stress.

Child Light Yoga Teacher Certification Training - Living Yoga, Concord, NH April 2009

Completed training to teach yoga to children ages 2-16. Taught yoga classes to children in pre-school and elementary school settings, as well as pre-teens at afterschool program at Girls Inc.

Compassionate Yoga Teacher Training, YogaHOPE, Boston, MA June 2008

Trained to teach yoga in rehabilitative facilities for women/girls who are in crisis, life transition, substance abuse recovery, or victims of intimate partner violence. The YogaHOPE classes focus on teaching mindfulness, self-regulation, relationship and decision-making skills, patience, and acceptance.

VOLUNTEER WORK

New Hampshire Public Radio – Member of Board of Trustees	Concord, NH	2014-present
Child and Family Services Regional Advisory Board Member	Concord/Manch., NH	2013present
YogaHOPE Advisory Board Member	Boston, MA	2012-2015
Town Representative for Hopkinton Open Space Committee	Hopkinton, NH	2008-2012
Soccer Coach for indoor and outdoor town youth league	Hopkinton, NH	2007-2014
ChildLight Yoga teacher in preschool and elementary schools	Hopkinton, NH	2008-2011
Elementary school class-parent volunteer (grades 1 - 4)	Hopkinton, NH	2008-2012
Lutheran Social Services, Refugee Program Volunteer	Concord, NH	2005-2009

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Manchester Community Health Center

Name of Program: Personal Responsibility Education Program (PREP) - City of Manchester

BUDGET PERIOD: SFY 17				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Kris McCracken	President/CEO	\$174,429	0.00%	\$0.00
Catheryn Burchett	Director of Social Services	\$72,800	2.50%	\$1,820.00
Susan Zankel	Program Coordinator	\$56,493	30.00%	\$16,947.90
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$18,767.90

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Kris McCracken	President/CEO	\$177,917	0.00%	\$0.00
Catheryn Burchett	Director of Social Services	\$74,256	2.50%	\$1,856.40
Susan Zankel	Program Coordinator	\$57,622	30.00%	\$17,286.60
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$19,143.00

BUDGET PERIOD: SFY 19				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Kris McCracken	President/CEO	\$181,405	0.00%	\$0.00
Catheryn Burchett	Director of Social Services	\$181,405	2.50%	\$4,535.13
Susan Zankel	Program Coordinator	\$58,751	30.00%	\$17,625.30
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$22,160.43

Subject: Personal Responsibility Education Program (PREP) - Sullivan County


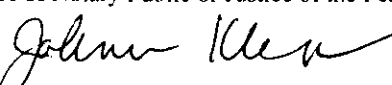
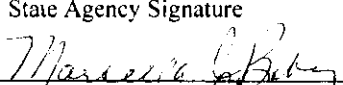
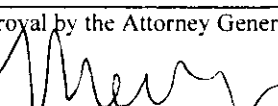
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name TLC Family Resource Center		1.4 Contractor Address 109 Pleasant Street, POB 1098 Claremont, NH 03743	
1.5 Contractor Phone Number 603-542-1848, ext 322	1.6 Account Number 05-95-90-902010-1844-102-500731	1.7 Completion Date 6/30/19	1.8 Price Limitation \$234,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Char Delabar, Treasurer	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Sullivan</u> On <u>June 7th, 2016</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]			
1.13.2 Name and Title of Notary or Justice of the Peace JO-ANN KLEYENSTUEBER, Notary Public My Commission Expires August 5, 2019			
1.14 State Agency Signature  Date: <u>6/19/16</u>		1.15 Name and Title of State Agency Signatory Marcella J. Bobinsky, MPH Acting Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/12/16</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

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.

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.



Exhibit A

Scope of Services

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.

2. Purpose

- 2.1. The Contractor shall facilitate the delivery of an evidence-based, personal responsibility curriculum for the prevention of pregnancy and sexually transmitted infections, including HIV/AIDS, and three adulthood preparation subjects among adolescents 16-19 years old and pregnant/parenting adolescents up to 21 years old in the County of Sullivan, New Hampshire.

3. Scope of Services

3.1. Contractor Required Services

The Contractor shall:

- 3.1.1. Ensure PREP is implemented in Sullivan County and targeted toward New Hampshire adolescents ages 16-19, and pregnant or parenting adolescents up to age 21.
- 3.1.2. Develop a local "implementation" team to include, at a minimum:
 - 3.1.2.1. Education and reproductive health professionals and agencies,
 - 3.1.2.2. Youth organizations and groups, as well as youth participants.
 - 3.1.2.3. At least one (1) evidence-based curriculum, but no more than two (2) from the following pre-selected, evidence-based curricula, based on local assessment and capacity of targeted area, which will best meet the community needs:
 - **Reducing the Risk** (high school setting)
 - **Focus** (clinical or community based setting)



Exhibit A

- **Be Proud! Be Responsible!** (school or community based setting)
 - **Draw the Line/Respect the Line** (school and youth program settings)
- 3.1.3. Provide training for selected personal responsibility curricula.
- 3.1.4. Curricula must include the following required topics:
- 3.1.4.1. Abstinence
 - 3.1.4.2. Contraception for the prevention of pregnancy and STI
 - 3.1.4.3. Provide these three (3) required “adulthood preparation education” components:
 - **Healthy relationships**, such as positive self-esteem and relationship dynamics, friendships, dating, romantic involvement, marriage (where applicable), and family interactions.
 - **Healthy life skills**, such as goal setting, decision making, negotiation, communication and interpersonal skills, and stress management.
 - **Adolescent development**, such as skills that lead to empowerment, self-sufficiency, promotion of healthy developmental attitudes, and strengthening the connection to their community.
- 3.1.5. All adaptations to evidence based-curricula must follow federal guidance and be approved by model developers.
- 3.1.6. Implement the chosen curricula(s) for at least 75 participants in Sullivan County.
- 3.1.7. Work with the State-identified evaluation specialist, as appropriate.
- 3.1.8. Report to the Department of Health and Human Services (DHHS), all required data on program activities and evaluation to include, but not limited to, output measures, fidelity/adaptations, implementation and capacity building, outcome measures, and community data.
- 3.1.9. Attend the State Reproductive Health Task Force, which will serve as an overall advisory committee to implementation.
- 3.1.10. Attend the Federal grantees’ meeting as required by this funding.
- 3.1.11. Attend pertinent technical assistance sessions or progress reviews sponsored by the DHHS, as requested.
- 3.1.12. Coordination of Services
- 3.1.12.1. The Contractor shall participate in community needs assessments, public health performance assessments, and the development of regional public



Exhibit A

health improvement plans through collaboration with the local Public Health Regions, as may be appropriate, to enhance the implementation of community-based public health prevention initiatives being implemented by the contractor.

3.2. Evidence Based Program Models – Requirements

3.2.1. The Contractor shall replicate evidence-based effective programs or substantially incorporate elements of effective programs that have been proven on the basis of rigorous scientific research to change behavior, which means delaying sexual activity, increasing contraceptive use for sexually active youth, or reducing pregnancy among youth.

3.2.2. At least one (1), but no more than two (2) curricula must be selected from the following four pre-approved evidence-based programs.

- **Reducing the Risk** (high school setting)
- **Focus** (clinical or community based setting)
- **Be Proud! Be Responsible!** (school or community based setting)
- **Draw the Line/Respect the Line** (school and youth program settings)

3.2.3 The Contractor shall address the Adult Preparation Subjects (APS) by including the following three (3) required subjects in their training activities:

- **Healthy Relationships** – positive self-esteem and relationship dynamics.
- **Healthy Life Skills** – goal setting, negotiation, decision making, communication, stress management, and interpersonal skills.
- **Adolescent Development** – healthy attitudes and values about adolescent growth, body image, and racial and ethnic diversity.

3.3. Program Fidelity/Medical Accuracy – Requirements

3.3.1. Contractor shall replicate a full program model with fidelity. Adaptations to the program shall be minimal. The Contractor may add on components related to pregnancy prevention and prevention of sexually transmitted infections. Any component that is added onto an evidence-based program must be well integrated into the program and should not alter the core components of the evidence-based program model. Model adaptations are subject to approval.

3.3.2. Contractor shall ensure that implemented programs are medically accurate. Medical accuracy means that medical information must be verified or supported by the weight of research conducted in compliance with accepted scientific methods and published in peer-reviewed journals where applicable, or be comprised of information that leading professional organizations and agencies



Exhibit A

with relevant expertise in the field recognize as accurate, objective and complete. Contractor shall ensure that all education materials that are presented as factual will be grounded in scientific research. Any additions or modifications to evidence-based curricula must be reviewed and approved by the developers of the curriculum, the New Hampshire Department of Health and Human Services, as well as the U.S. Department of Health and Human Services, Administration on Children, Youth and Families (ACYF), to assure medical accuracy and program fidelity prior to implementation.

3.4. Evaluation – Requirements

3.4.1. Contractor will participate, if NH PREP is selected, in a national evaluation. Contractor agrees that it shall comply with the requirements of Section 513 of PREP throughout the term of the contract. (Sec. 513. [42 U.S.C. 713] (a) Allotments to States). Key findings that will be incorporated that cross over all of the approved curricula include:

- Increasing the understanding of the benefits of delaying sexual activity and/or the intention to remain abstinent.
- Increasing the understanding of contraceptives and how to access contraception if their choice is to remain sexually active or to engage in sexual activity.
- Increasing the understanding of how their values, beliefs and attitudes impact their sexual health, and their lives overall.
- Increasing the understanding of skills to reduce sexual risk taking and improving communication with parents, sexual partners, and health care providers. Invoices to the NH TBFA Program will include at a minimum; client name, date of birth, service date, type and code of procedure/service, provider name, provider contact, provider affiliation and itemized amount of service.

4. Staffing

4.1. Staffing Provisions

- 4.1.1. New Hires - The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any key staff person essential to carrying out this scope of services is hired to implement the program. A resume of the employee shall accompany this notification.
- 4.1.2. The Contractor must notify the Department in writing if the executive director or program coordinator position is vacant for more than three months. This may be done through a budget revision. In addition, the DHHS must be notified in writing if at any time any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.



Exhibit A

5. Quality Improvement/Performance Improvement (QI/PI)

5.1. Annual Work Plans

- 5.1.1. Performance Logic Models are required for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The Contractor shall incorporate the required performance measures listed in Section 7 below within a logic model format. Reports on Progress/ Outcomes shall detail the plans and activities that monitor and evaluate the agency's progress toward performance measure targets.

6. Data and Reporting Requirements

- 6.1. Contractor shall provide all information as requested, including, but not limited to, Federal and state documentation forms and performance indicator outcomes for inclusion in documentation submitted by the DHHS to the Administration on Children, Youth, and Families. There are three annual data submission events: raw participant and testing data, and two semi-annual narrative reports.
- 6.2. Contractor shall, for purposes of program evaluation and federal reporting, collect and submit personally identifiable health data, for all clients served under this contract. Contractors shall be responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
- 6.3. Contractor shall allow a team or person authorized by the DHHS to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services. The contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with contract.

7. Performance Measures

- 7.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
- 7.1.1. Among participants who complete evidence-based teen prevention programs, the percent that demonstrate increased knowledge and confidence about safer sex practices, including abstinence.
- 7.1.2. Among participants who complete evidence-based teen prevention programs, the percent who indicate greater confidence to communicate with parents about their sexual health.
- 7.1.3. Among sexually active participants who complete evidence based teen prevention programs, the percent that used contraception to prevent pregnancy the last time they had sexual intercourse.



Exhibit A

- 7.1.4. Among participants who complete the evidence based teen prevention programs, the percent who indicates improved healthy life skills (e.g. decision making, goal setting, healthy development, education and career success).
- 7.1.5. At intervals specified by the Department, the Contractor shall report on its progress:
 - 1) Performance measures (data to be aggregated & analyzed by MCH Epidemiologist)
 - 2) Counts of unduplicated clients served by age, ethnicity and gender
 - 3) The number of hours clients received in program service hours and curriculum hours
 - 4) The number of clients that completed the programs offered
 - 5) The number of clients completing pre, post, and 6-month follow up surveys
 - 6) Program goals and objectives to demonstrate they have met the minimum required services
 - 7) Two (2) semi-annual narrative reports (3-5 pages) of progress, challenges, and opportunities
 - 8) Fidelity/adaptations to evidence-based curricula
 - 9) Implementation and capacity building (community partnerships, competence with working with targeted population)
 - 10) Participant outcome measures (behavioral, knowledge, intentions, confidence)
 - 11) Community data (STI, birth rates, etc.)
- 7.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.



Exhibit B

Method and Conditions Precedent to Payment

- 1) Funding Sources:
 - 1.1. \$234,000 = 100% federal funds from the US Department of Health and Human Services, Administration on Children, Youth and Families, CFDA #93.092, Federal Award Identification Number (FAIN), #1601NHPREP, \$78,000 in SFY 2017, \$78,000 in SFY 2018, \$78,000 in SFY 2019.
- 2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 2.1. Payment for said services shall be made as follows:
 - 2.1.1. 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.
 - 2.1.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 2.1.3. 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.
 - 2.2. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:
Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.nh.gov
- 3) This is a cost-reimbursement contract based on approved activities for the contract period. Reimbursement shall be made monthly based at \$60.00 per hour for hours worked during the previous month, not to exceed the Price Limitation, block 1.8 of the General Provisions for the contract term.
- 4) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available. Contractor will keep detailed records of their activities related to DHHS-funded activities and hours worked and shall submit with monthly invoices.
- 5) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 6) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



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 Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 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



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.



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:

This agreement has the option for a potential extension of up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



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

New Hampshire Department of Health and Human Services
Exhibit D



- 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: TLC Family Resource Center

6/7/16
Date

Char Delabar
Name: Char Delabar
Title: Treasurer



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: TLC Family Resource Center

6/7/16
Date

Char Delabar
Name: Char Delabar
Title: Treasurer



**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



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: TLC Family Resource Center

6/7/16
Date

Char Delabar
Name: Char Delabar
Title: Treasurer



**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 CO

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.

Contractor Name: TLC Family Resource Center

6/7/16
Date

Char Delabar
Name: Char Delabar
Title: Treasurer

Exhibit G

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

Contractor Initials CD



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: TLC Family Resource Center

6/7/16
Date

Char Delabar
Name: Char Delabar
Title: Treasurer



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.



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 '



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



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.



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

Marcella J. Bobinsky
Signature of Authorized Representative

Marcella J. Bobinsky, MPH
Name of Authorized Representative

Acting Director
Title of Authorized Representative

6/9/16
Date

TLC Family Resource Center
Name of the Contractor

Char Delabar
Signature of Authorized Representative

Char Delabar
Name of Authorized Representative

Treasurer
Title of Authorized Representative

6/7/16
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: TLC Family Resource Center

6/7/16
Date

Char Delabar
Name: Char Delabar
Title: Treasurer



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: 107210754
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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 TLC Family Resource Center is a New Hampshire nonprofit corporation formed January 14, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Clara Sheehy, of TLC Family Resource Center, do hereby certify that:

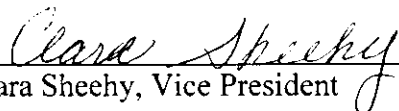
1. I am the duly elected Vice President of TLC Family Resource Center.
2. The following are true copies of two resolutions duly adopted at a special meeting of the Board of Directors of the corporation, duly held on June 6, 2016.

RESOLVED: That TLC Family Resource Center enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services, for the provision of Personal Responsibility Education Program (PREP).

RESOLVED: That Char Delabar, Treasurer, is hereby authorized on behalf of TLC Family Resource Center to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the 7th day of June, 2016.
4. Char Delabar is the duly elected Treasurer of TLC Family Resource Center.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 7th day of June, 2016

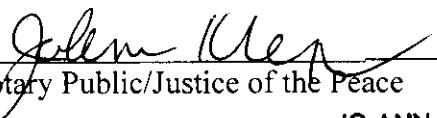


Clara Sheehy, Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF SULLIVAN

The foregoing instrument was acknowledged before me this 7th day of June, 2016,

By Clara Sheehy.



Notary Public/Justice of the Peace

My Commission Expires: **JO-ANN KLEYENSTEUBER, Notary Public**
My Commission Expires August 5, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2016

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 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).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Fairley Kenneally PHONE (A/C, Ho, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.com	
INSURED TLC Family Resource Center PO BOX 1098 CLAREMONT NH 03743-1098		INSURER(S) AFFORDING COVERAGE INSURER A: FirstComp NAIC # 27626 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2015 **REVISION NUMBER:**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A WC0093557-07	7/1/2015	7/1/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 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)

CERTIFICATE HOLDER State of NH Dept of Health & Human Serv. 129 Pleasant Street Brown Bldg Concord, NH 03301	CANCELLATION 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 F Kenneally/FAIRLE <i>Fairley Kenneally</i>
---	---

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t1c FAMILY RESOURCE CENTER

109 Pleasant St. Claremont, NH 03743 603.542.1848 877.287.7144

Mission Statement

**To Promote the Optimal Health
and Development of
Children and Families
in
Sullivan & Lower Grafton Counties.**

***TLC FAMILY RESOURCE
CENTER, INC.***

**Financial Statements
June 30, 2015**

FINANCIAL STATEMENTS

TLC FAMILY RESOURCE CENTER, INC.

June 30, 2015

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LAWRENCE E. REED, CPA, PC
Professional Corporation
C E R T I F I E D P U B L I C A C C O U N T A N T

17 River Street, PO Box 760
Chester, VT 05143
(802) 875-2322
Fax (802) 875-2324
Email lercpa@vermontel.net

Member of American Institute of
Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of
TLC Family Resource Center, Inc.

We have reviewed the accompanying statement of financial position of TLC Family Resource Center, Inc. (a non-profit corporation) as of June 30, 2015, and the related statements of activities, cash flows, and functional expenses for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Organization management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Lawrence E. Reed, CPA, PC

October 23, 2015
Vermont License No. 1039

STATEMENT OF FINANCIAL POSITION
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2015
(With Comparative Totals for June 30, 2014)

	<u>June 30, 2015</u>			As of June 30, 2014
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>	Totals (Memorandum)
ASSETS				
Cash and cash equivalents	\$ 9,714	\$ 9,093	\$ 18,807	\$ 18,655
Cash, restricted	-	-	-	168
Due from unrestricted funds	-	-	-	1,884
Grants and accounts receivable	46,998	-	46,998	29,442
Equipment and furniture	51,678	-	51,678	63,738
Accumulated depreciation	<u>(37,028)</u>	<u>-</u>	<u>(37,028)</u>	<u>(47,185)</u>
TOTAL ASSETS	<u>\$ 71,362</u>	<u>\$ 9,093</u>	<u>\$ 80,455</u>	<u>\$ 66,702</u>
LIABILITIES AND NET ASSETS				
LIABILITIES				
Accounts payable	\$ 2,172	\$ -	\$ 2,172	\$ 3,881
Accrued expenses	28,188	-	28,188	26,638
Note payable to bank	13,051	-	13,051	-
Due to temporarily rest. funds	-	-	-	1,884
Fiscal agency funds	<u>-</u>	<u>-</u>	<u>-</u>	<u>168</u>
TOTAL LIABILITIES	43,411	-	43,411	32,571
NET ASSETS	<u>27,951</u>	<u>9,093</u>	<u>37,044</u>	<u>34,131</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 71,362</u>	<u>\$ 9,093</u>	<u>\$ 80,455</u>	<u>\$ 66,702</u>

See independent accountant's review report and accompanying notes.

STATEMENT OF FINANCIAL ACTIVITIES
TLC FAMILY RESOURCE CENTER, INC.
Year Ended June 30, 2015
(With Comparative Totals for the Year Ended June 30, 2014)

	<u>Year Ended June 30, 2015</u>			<u>Year Ended</u> <u>June 30, 2014</u>
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>	<u>Totals</u> <u>(Memorandum)</u>
SUPPORT AND REVENUE				
Governmental support	\$ 387,658	\$ -	\$ 387,658	\$ 331,513
Foundations and trusts	36,742	26,500	63,242	91,000
Program fees	72,861	-	72,861	75,730
Contributions	33,326	-	33,326	38,814
Donated inventory	19,616	-	19,616	20,775
Fundraising	13,663	-	13,663	10,651
Net assets released from restrictions	57,946	(57,946)	-	-
TOTAL SUPPORT AND REVENUE	621,812	(31,446)	590,366	568,483
EXPENSES				
Program services				
Comprehensive Family Support	182,921	-	182,921	171,678
Healthy Families	177,669	-	177,669	194,252
PREP	71,121	-	71,121	87,678
Parent Aide	55,884	-	55,884	47,301
Second Beginnings	25,426	-	25,426	37,317
	513,021	-	513,021	538,226
Management and general	74,432	-	74,432	62,147
TOTAL EXPENSES	587,453	-	587,453	600,373
CHANGE IN NET ASSETS	34,359	(31,446)	2,913	(31,890)
Net assets at Beginning of Year	(6,408)	40,539	34,131	66,021
NET ASSETS AT END OF YEAR	<u>\$ 27,951</u>	<u>\$ 9,093</u>	<u>\$ 37,044</u>	<u>\$ 34,131</u>

See independent accountant's review report and accompanying notes.

STATEMENT OF CASH FLOWS
TLC FAMILY RESOURCE CENTER, INC.
Year Ended June 30, 2015
(With Comparative Totals for the Year Ended June 30, 2014)

	<u>Year Ended June 30, 2015</u>			<u>Year Ended</u> <u>June 30, 2014</u>
	<u>Unrestricted</u>	<u>Temporarily</u> <u>Restricted</u>	<u>Total</u>	<u>Totals</u> <u>(Memorandum)</u>
OPERATING ACTIVITIES				
Change in net assets	\$ 34,359	\$ (31,446)	\$ 2,913	\$ (31,890)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities				
Depreciation	1,903	-	1,903	1,409
(Increase) decrease in operating assets:				
Grants and accounts receivable	(37,556)	20,000	(17,556)	36,818
Increase (decrease) in operating liabilities:				
Accounts payable	(1,709)	-	(1,709)	1,149
Accrued expenses	1,550	-	1,550	(5,133)
Advances refundable	-	-	-	(4,232)
Fiscal sponsor funds	(168)	-	(168)	-
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(1,621)	(11,446)	(13,067)	(1,879)
CASH FLOWS FROM INVESTING ACTIVITIES				
Leasehold improvements	-	-	-	(13,498)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	-	-	-	(13,498)
FINANCING ACTIVITIES				
Temporarily restricted funds expended for unrestricted operations	(1,884)	1,884	-	-
Proceeds from bank LOC	113,051	-	113,051	36,000
Principle payments on bank LOC	(100,000)	-	(100,000)	(36,000)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	11,167	1,884	13,051	-
INCREASE (DECREASE) IN CASH	9,546	(9,562)	(16)	(15,377)
Beginning cash and cash equivalents	168	18,655	18,823	34,200
ENDING CASH AND CASH EQUIVALENTS	\$ 9,714	\$ 9,093	\$ 18,807	\$ 18,823
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION				
Interest paid			<u>\$ 1,561</u>	<u>\$ 172</u>

See independent accountant's review report and accompanying notes.

SCHEDULE OF FUNCTIONAL EXPENSES
TLC FAMILY RESOURCE CENTER, INC.
Year Ended June 30, 2015
(With Comparative Totals for the Year Ended June 30, 2014)

	Total All Services	Mgt. & General	Total	Program Services				Parent Aide	Second Beginnings	Totals
				Healthy Families	Family Support	PREP				
Salaries and wages	\$ 440,987	\$ 60,264	\$ 380,723	\$ 134,666	\$ 134,950	\$ 49,734	\$ 42,733	\$ 18,640	\$	426,137
Occupancy	40,319	-	40,319	14,707	13,624	5,040	4,959	1,989		41,452
Payroll taxes	33,589	4,515	29,074	10,272	10,294	3,808	3,273	1,427		32,295
Supplies	14,319	3,120	11,199	4,114	2,703	1,908	448	2,026		19,160
Mileage reimb.	11,779	-	11,779	3,723	5,031	1,384	1,435	206		14,026
Employee benefits	9,853	1,306	8,547	3,212	2,804	1,021	1,087	423		25,157
Advertising	7,931	1,027	6,904	-	1,312	5,592	-	-		9,600
Professional fees	7,070	-	7,070	1,575	5,340	-	155	-		7,810
Telephone	5,405	-	5,405	1,966	1,834	673	666	266		5,158
Insurance	5,085	964	4,121	1,510	1,384	499	525	203		4,913
Printing	3,974	952	3,022	1,133	994	374	373	148		4,641
Training & dev.	2,841	-	2,841	77	1,936	828	-	-		7,341
Depreciation	1,903	261	1,642	581	582	215	184	80		1,409
Interest	1,561	1,561	-	-	-	-	-	-		172
Postage	837	462	375	133	133	45	46	18		1,102
TOTAL EXPENSES	\$587,453	\$74,432	\$513,021	\$177,669	\$182,921	\$71,121	\$55,884	\$25,426	\$	600,373

See independent accountant's review report and accompanying notes.

NOTES TO FINANCIAL STATEMENTS
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2015

NOTE A -- ORGANIZATION

TLC Family Resource Center, Inc., formerly Good Beginnings of Sullivan County, Inc., (the "Organization") is a non-profit organization established in 2004 for the purpose of promoting the physical and emotional health and safety of women and families expecting infants or with young children. The organization serves individuals in New Hampshire's Sullivan and lower Grafton Counties and is funded primarily through governmental financial assistance and program fees. A Board of Directors sets policy for the Organization and an Executive Director has the responsibility of direct management. During the year-ended June 30, 2015, the Organization's revenue sources as a percentage of total revenue were federal, state and municipal grants 66%, and contributions and special event proceeds 22%.

NOTE B -- SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation: In accordance with Financial Accounting Standards Board (FASB) ASC 958-200, *Financial Statements of Not-for-Profit Organizations*, the Organization reports information regarding its financial position and activities according to three classes of net assets as follows:

Unrestricted net assets: includes assets for which no restrictions as to use or program period have been imposed by the donor; unrestricted contributions, including service contracts, and unconditional promises to give are recorded as increases in the period received; expenses are recorded as decreases to unrestricted net assets when incurred.

Temporarily restricted net assets: includes assets for which restrictions have been imposed as to use or program period; support and revenue is recognized as an increase when the restricted award or contribution is received; when the temporary restriction has expired the amount is reported as a separate reclassification which decreases temporarily restricted net assets and increases unrestricted net assets.

Permanently restricted net assets: includes assets for which the donor has imposed a permanent restriction on the use of the funds. As of June 30, 2015, the organization had no permanently restricted net assets.

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

Cash and Cash Equivalents: The Organization considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents.

Advertising Costs: The Organization uses advertising to promote its programs and to fill positions. The costs of advertising are expensed as incurred. During the year ended June 30, 2015 advertising costs totaled \$7,931.

NOTES TO FINANCIAL STATEMENTS
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2015

NOTE B -- SIGNIFICANT ACCOUNTING POLICIES - Continued

Property and Equipment: Property, equipment, and improvements with costs greater than \$500 are carried at cost. Major maintenance activities are capitalized if they extend the life of the property or equipment. Donations of property and equipment are recorded as support at their estimated fair value and recorded as unrestricted support or restricted support if the donor has restricted the donated asset for a specific purpose. Property, equipment, and improvements are depreciated using the straight-line method over the estimated useful lives of the assets. Depreciation expense for the year ended June 30, 2015 totaled \$1,903. Obsolete and fully depreciated telephone and computer equipment with a cost basis of \$12,060 was removed from the statement of financial position as of June 30, 2015.

Revenue Recognition: The Organization accounts for contributions in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*. Under such statement, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. Unrestricted contributions, and restricted contributions for which the restrictions expire in the fiscal year in which the contributions are recognized, are reported as increases in unrestricted net assets. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted assets are reclassified to unrestricted assets.

Contributed Services, Facilities and Materials: During the year ended June 30, 2015 the Organization received direct and indirect contributions of services, facilities and materials related to its programs and fundraising efforts. The Organization operates a thrift store which sells donated clothing and housing goods. Because of the difficulty of valuing the donated inventory when it is received, the inventory donation is recognized as income on the statement of activities when the inventory is sold. No other amounts for donated services have been recognized in the accompanying statement of activities because the criteria for recognition under FASB ASC 958-605 have not been satisfied.

Functional Allocation of Expenses: The costs of providing program activities have been summarized on a functional basis in the statement of activities. Support expenses not directly chargeable to program costs are allocated based on direct program expenses, units of service, or other program related methods. Accordingly, certain costs have been allocated between program services and supporting services.

Income Taxes: The Organization is exempt from federal and state taxes under section 501(c)(3) of the Internal Revenue Code and has been classified as an entity that is not a private foundation within the meaning of Section 509 (a) and qualifies for deductible contributions as provided in Section 170(b)(1)(A)(vi). The Center's Forms 990, Return of Organization Exempt from Income Tax, for the years ending June 30, 2015, 2014 and 2013 are subject to examination by the IRS, generally for three years after they were filed.

NOTES TO FINANCIAL STATEMENTS
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2015

NOTE C -- GRANTS AND ACCOUNTS RECEIVABLE

The Organization is awarded cost reimbursement grants by various organizations. Revenues associated with these grants are recorded as the associated expenses are incurred. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to charge off uncollectible receivables when management determines the receivable will not be collected. Grants and accounts receivable totaling \$46,998 as of June 30, 2015 are composed of the following balances and are deemed by management to be fully collectible:

Accounts receivable	\$ 5,074
County funding	17,500
State cost reimbursements	<u>24,424</u>
	<u>\$46,998</u>

NOTE D -- CONTINGENT LIABILITIES

The Organization receives funds under various state and federal programs. Under the terms of these programs, the Organization is required to expend the funds within the designated period for purposes specified in the grant proposal. If expenditures of the funds were found to not have been made in compliance with the proposal, the Organization might be required to return this portion of funds to the grantor. As of June 30, 2015, there were no known disallowed expenditures and, therefore, no provision has been made for this contingency.

NOTE E -- SUPPORT FROM GOVERNMENTAL UNITS

The Organization receives a substantial amount of its support from federal and state governments. A significant reduction in the level of this support, if this were to occur, may have an effect on the Organization's ability to continue its programs and activities.

NOTE F -- BANK LINE OF CREDIT

The Organization has a bank line of credit in the amount of \$80,000 which was renewed in March 2015. The bank holds a security interest in all the assets of the Organization. The terms of the credit line include monthly payments of interest, based on the New York Prime rate adjusted monthly, and full payment of the outstanding balance for a minimum period of 30 days each year. As of June 30, 2015, the outstanding balance was \$13,000.

NOTE G -- RESTRICTIONS ON ASSETS

Temporarily restricted net assets totaling \$9,093 are available for the year ended June 30, 2015 from the Boyle Fund for the We Can program.

NOTES TO FINANCIAL STATEMENTS
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2015

NOTE H -- OPERATING LEASE ARRANGEMENTS

The Organization leases its facility under a lease agreement, signed on December 1, 2011, which provides for twelve-month renewal periods based on a stipulated monthly rental payment plus utilities and a real estate tax escalation clause. Lease payments on this facility for the year ended June 30, 2015 totaled \$22,800. This lease was extended for another year beginning July 1, 2015 at a monthly rent payment of \$1,900, for a total lease commitment of \$22,800. Additionally, the Organization leases a photocopier with a minimum monthly rent of \$188 based on a maximum of 7,500 copies at 2.5 cents per copy plus an additional amount for copies in excess of 7,500. Lease expense for the year-ended June 30, 2015 totaled \$1,851. On January 1, 2015 a new four year lease was signed with monthly rent of \$136. Future minimum lease payments are as follows:

Fiscal 2016	\$24,432
Fiscal 2017	1,632
Fiscal 2018	<u>1,632</u>
Total	<u>\$27,696</u>

NOTE I -- FAIR VALUE OF FINANCIAL INSTRUMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. As of June 30, 2015 the Organization has no financial instruments subject to the disclosure requirements. Cash and cash equivalents, grants and accounts receivable, accounts payable, accrued expenses, advances refundable, and fiscal agency funds are reported in the statement of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

NOTE J -- SUBSEQUENT EVENTS

Management considered subsequent events through October 23, 2015, the date the financial statements were available to be issued. On August 19, 2015 the Organization's board of directors voted to change the name of Good Beginnings of Sullivan County to TLC Family Resource Center.

**TLC Family Resource Center
Claremont, NH 03743
Board of Directors
2016**

Beth Hoyt- Flewelling (President)
Bradford, NH

Clara Sheehy (Vice-President)
New London, NH

Char Delabar (Treasurer)
Cornish, NH

Linda Gould (Secretary)
Claremont, NH

Megan Blood
Claremont, NH

Karen Cooper
New London, NH

Tom Cooper
New London, NH
Susan Elliot
New London

Debra Mochi
New London, NH

Bill Sullivan
Charlestown, NH

Erica Sweetser
Claremont, NH

Carole Wood
Grantham, NH

Liza Draper

Education:

Dartmouth College, Hanover, NH - *Masters of Arts in Liberal Studies, 2015*

Upper Valley Teacher Institute, Lebanon, NH - *Teaching Certification, 2007*

Highly qualified (HQT) in Elementary Education (K-6); Middle School Science; Middle School Math; Middle School English Language Arts.

University of Pennsylvania, Philadelphia, PA - *Bachelor of Arts in Psychology, magna cum laude, 1983*

Franklin College, Lugano, Switzerland - Year Abroad 1979-80

Winsor School, Boston MA - *High School Diploma*

Professional Experience:

PREP Coordinator & Community Health Educator, TLC Family Resource Center

2013 - Present

Responsible for implementation of federally-funded pregnancy and STI prevention program throughout Sullivan County. Teach ten-hour evidence-based comprehensive sexual health course designed for young women ages 14-19 or up to 21 if already pregnant/parenting. Partner with School Districts, health care providers, the regional public health network, and local social service agencies to deliver curriculum and create additional programming for young men, parents of teens, and special populations. Hold classes onsite, at local community centers, and after school at area high schools.

Science Educator, Montshire Museum

2013 - Present

Lead Nature Walks, conduct Chemistry Lab Workshops, present Star Lab, and supervise exhibit space during camp-ins for school groups, clubs, and corporate functions.

Para-Educator, Reading Elementary School

2015

Provided academic and emotional support for identified students, performed small group instruction in math and language arts, developed and delivered after-school and vacation-camp programming for grades 2-6.

Consultant, New Hampshire Charitable Foundation's Wellborn Ecology Fund

2013 - 2015

Acted as liaison to under-resourced elementary, middle, and high schools in three Upper Valley school districts to promote adoption of Place-based Ecology Education (PBEE) strategies. Organized the Fund's Annual Conference and PBEE Institute for targeted teachers. Assisted teachers with grant applications.

Classroom Teacher, Grades 4-8, New Hampshire SAU #6

2007-2012

Participated in multi-year NH DOE Math Science Partnership grant projects focusing on inquiry-based science, Universal Design for Learning (UDL), and 21st century classroom technology integration. Piloted Response to Intervention (RTI) and 4-Blocks/Big Blocks approach to instruction. Grade Level Team Leader, Data Coach, Technology Coach, and Building Representative to the district's Curriculum Council. Member of School Improvement Team, as well as district's Writing across the Content Areas and Standards-Based Assessment committees. Trained in Responsive Classroom, Positive Behavioral Interventions & Supports (PBIS), and Crisis Prevention & Intervention (CPI) methodologies. Selected to

serve as US Department of Education/Department of the Interior-sponsored Teacher-Ranger-Teacher at Saint-Gaudens National Historic Site in Cornish, NH, 2008-2009. Nominated for Claremont School Board's Employee of the Year Award at Maple Avenue Elementary School, 2011.

Outreach Educator, Girls Inc. of New Hampshire
2002 - 2006

Opened and operated licensed after-school program in Newport, NH. Delivered research-based curriculum on STEM subjects, self-defense, substance abuse, pregnancy & STD/HIV/AIDS prevention, fitness/health, and economic and media literacy for girls in communities throughout west central NH and portions of VT, in partnership with local elementary, middle & high schools.

Sales & Marketing Professional; Product Manager; Industry Analyst and Consultant; Educational Events Executive; and Venture Investor in Networking Technology, Boston, Silicon Valley, Connecticut, & Metro DC
1983-2001

Margaret E. Monroe-Cassel

Career Objective:

To use communication, public relations, problem solving and interpersonal skills gained from years of experience working for and with non-profit organizations to help transform communities into safe and healthy places in which all people can live.

Skill Set:

Communication Skills:

- Prepares innumerable written works for newsletters, publications, journals, print and social media
- Makes excellent, clear and concise written and oral presentations

Fiscal Responsibilities:

- Has been responsible for a \$1.5M budget which includes a construction business, a mortgage business and a retail store
- Handles private grants and develops healthy donor relations and successful fundraising events
- Manages government grants including SHOP, AmeriCorps, CDBG, HOME, FHBL, Community Preservation Act funds and local affordable housing trust funds

Management Skills:

- Presents a cooperative model of management that allows employees to bring their best to the organization
- Works closely and effectively with the board, helping them take ownership of and fiscal responsibility for the organization

Human Resources Skills:

- Directs a staff of up to 14 part- and full-time employees
- Familiar with federal laws governing the hiring and firing of employees

Organizational Skills:

- Brings a high level of trust, organization and communication to workplace
- Developed the by-laws and constitutions for several non-profits
- Networks with other housing, community and governmental agencies

Interpersonal Skills:

- Interfaces comfortably with people of differing social, economic, ethnic and religious backgrounds
- Moderates professional organizations and small group processes including study groups, workshops and retreats
- Assists in times of personal crisis using counseling, listening and problem-solving skills

Computer Skills:

- Microsoft Office applications and data base skills.

Experience Summary:

Executive Director, Good Beginnings of Sullivan County, Claremont, NH

- Grant writing
- Oversight of government contracts
- Donor development
- Strategic planning

Executive Director, Habitat for Humanity North Central Massachusetts

- Reorganized the affiliate job descriptions and positions to meet the goals of the affiliate
- Organized and opened a ReStore incorporating four new staff members
- Implemented strategic goals
- Build Energy Star homes

Executive Director, Santa Fe Habitat for Humanity

- Increased home production from four to six homes a year
- Added six new staff positions
- Increased individual donations 163% in five years
- Raised \$150,000 at fundraising breakfast featuring Former HUD Secretary Henry Cisneros

President, Habitat for Humanity New Mexico

- As Board President coordinated the efforts of seventeen Habitat affiliates across a broad geographic and demographic area
- Secured funding through New Mexico Mortgage Finance Authority and State Legislature

Founder, Community of Hope Federal Credit Union, Jamestown, NY

- Prepared organizational documents, founded and served as president of the city's first and only low-income credit union providing micro-loans
- Worked with the National Credit Union Administration to stay in compliance

Pastor, The Judson Fellowship, Jamestown, New York

- Raised the profile of a small congregation to be one of the most active social outreach congregations, regardless of size, in the city
- Collaborated with other congregations to address issues of poverty in the city

Education:

Harvard Business School, Strategic Perspectives in Non-Profit Management

Colgate-Rochester Divinity School, Master's Degree

Syracuse University, Bachelor's Degree

Awards:

Muchas Gracias Award presented by Santa Fe Mayor David Coss

Paul Harris Award presented by the Rotary Club of Santa Fe

Woman of Distinction Award presented by the Jamestown, NY, YWCA

Recipient of the T. Richard Parker Award for Peace and Justice presented by The Unitarian

Universalist Congregation of Jamestown, New York

First Recipient and Namesake of the Maggie Monroe-Cassel Award for Peace and Justice,

presented biennially by The American Baptist Churches/New York State

Jo-Ann Kleyensteuber

- Employment**
- 2002 – Present TLC Family Resource Center Claremont, NH
Finance Director
- Coordinate employee compensation, recruitment, personnel policies, and regulatory compliance.
 - Manage accounting and reporting systems along with internal controls to facilitate accurate and timely reporting.
 - Assist ED with ongoing compliance efforts.
 - Assist ED with identifying problems with performance and developing solutions.
- 1997– 2001 Spurwink-NH Belmont, NH
Senior Administrative Assistant
- Administrative support to teachers, clinical staff and principal.
 - Assisted Clinical Director in developing documentation for emerging programs.
 - Assisted in hiring and provided training for clerical staff.
- 1990–1997 Buedingen, Germany
Homemaker
- Active in local Ladies Club, Landfrauenverein Buedingen.
 - Attended introduction to German language course
 - Acclimated to German community, speaking and reading language
- 1987–1990 Concord Litho Company Concord, NH
Executive Secretary
- Personal Secretary to CEO.
 - Supervised Sales Secretary
- Education**
- 2010 Champlain/Marlboro College Springfield, VT
Certificate in Nonprofit Management
- 1987 Thomas Secretarial School Concord, NH
Executive Secretary Certification

Karen W. Jameson

Education: New Hampshire Community Technical College, Claremont, NH
Associate degree in nursing May 2001

University of Maine, Orono, ME
Bachelor of Science in Animal, Veterinary and Aquatic Sciences
May 1991

Plymouth State University, NH
MA in Health Education – May 2009

Professional

Experience: TLC Family Resource Center, Claremont, NH 03743
(9/02- present)

Registered Nurse Case Manager: Function as a member of a dynamic team providing comprehensive health and parenting support to pregnant women, children and families. Provide health education and encouragement to ensure the best possible outcomes for infant and mother. Network with other social service agencies.

Valley Regional Hospital, Claremont, NH 03743
(6/01-12/02)

Registered Nurse: Assessed, diagnosed, planned, implemented and evaluated health care strategies for patients in a fast-paced medical and surgical unit.

Planned Parenthood of Northern New England, West Lebanon, NH 03784
(9/94-5/03)

Health care Assistant/ Registered Nurse: Performed a variety of medical, clerical, and administrative functions in a busy health care facility. Responsible for client safety, education and advocacy.

Dartmouth College, Biology Department, Hanover, NH 03755
(1/93-1/94)

Laboratory technician: Directly responsible for the efficient operation of a cell biology research lab. Supervised and trained several undergraduate students, ordered and inventoried supplies, performed various scientific assays. Assisted in grant application process.

Avian farms International, Waterville, ME 04989
(12/91-7/92)

Barn Manager: Independently supervised three employees in the care of 4,000 genetic research chickens.

Melony Lawlor Williams, MA, LCMHC

Summary

- Highly skilled licensed clinician with 9 years of experience working with children, adults and families.
- Experienced treating children and families in multiple setting including residential treatment, outpatient and home-based.
- Passionate about interventions focused on prevention and early intervention strategies.

Certification

Licensed Clinician Mental Health Counselor (NH), # 650

Employment History

10/2005 - Present Parent Educator/ Therapist

TLC Family Resource Center, Claremont, NH

Provide home based services to pregnant women and families with young children. Focus of home visits is attachment, education about fetal and child development, parenting education and connection to community resources. Utilize videotaping as an intervention to improve attachment and co-facilitate Mother's Journal group monthly for agency clients and members of the community. Trained in Child Parent Psychotherapy by Dr. Joy Osofsky and Dr. Patricia Van Horn and facilitate CPP with four families at present, two families being seen for services in their homes. Participate in weekly CPP team supervision with a group of experienced and talented clinicians from the local mental health agency and Dartmouth Hitchcock Medical Center.

3/04- 12/03 Program Coordinator/Clinical Coordinator

Harbour House, Springfield, VT

Coordinated this six bed stabilization unit for children six to sixteen years old who were experiencing mental health crises. Focused on short term interventions as length of stay was 7-10 days. Completed diagnostic evaluations and facilitated individual, group and family therapy sessions as clinically indicated. Case management was a key element in this position and I conducted team meetings on a regular basis, working closely with local mental health agencies as well as Department of Children and Families. I was also responsible for hiring and supervision of employees.

6/02-12/03 Art Therapist/ Child and Family Therapist

Namaqua Center, Loveland, CO

Created the art therapy program at this residential treatment facility for emotionally disturbed children ages three through twelve. Facilitated individual and group art therapy sessions, while also supervising graduate level interns from a local university. As a child and family therapist I worked with a caseload of five children in the residence and their families and also gained experience working with outpatient clients from the community. Additionally, I provided training on sexualized behavior in children to the center's employees after being trained in this curriculum.

8/01- 6/02 Acute Treatment Unit Clinician

North Range Behavioral Health, Greeley, CO

Conducted individual and group therapy sessions with mentally ill adults at this short-term inpatient psychiatric center. Completed intake assessments and treatment plans, conducted case management services and attended daily consultations with the psychiatrist to assess patients' medication needs. Also created and facilitated art therapy group interventions aimed at meeting the needs of the population in attendance at the center, which continually shifted.

5/01- 9/03 HeART Talks Program Coordinator

Colorado Heritage Camps, Denver, CO

Assisted in the development of age appropriate therapeutic art interventions for transracially/transculturally adopted children and created a manual about this work. Also implemented these interventions with over 500 transracially/transculturally adopted children per summer at culture camps. Part of this position included speaking with parents about the art sessions as well as discussions about handling adoption issues effectively and empathically.

8/00- 4/01 Family Therapist

Youth and Family Services, Skowhegan, ME

Facilitated intensive home-based therapy sessions for thirteen week intervals with families at risk of losing a child to out of home placement, working with a co-therapist throughout the treatment process. Also provided case management services during treatment and upon discharge. Utilized creative arts interventions when appropriate and beneficial for the clients.

1/98- 9/01 Toddler Teacher

The Elm Tree, Boulder, CO

Implemented developmentally appropriate activities for eleven children ages 18 months to three years old. Created positive relationships with parents that enabled open communication about successes and challenges of their children. Joined the National Association for Education of Young Children and attended annual conferences to gain up to date information about developments in the field.

Education

2000 M.A. Transpersonal Counseling Psychology/ Art Therapy
Naropa University, Boulder, CO

1996 B.A., Art Therapy
Mercyhurst College, Erie, PA

Professional Presentations/Publications

Williams, M. (2010). Child parent psychotherapy at good beginnings: The Sunapee/ Kearsarge League of Women Voters Annual Meeting: Claremont, NH.

Gassett, S., Jameson, K, Williams, M & Van Bremen, J. (2010). Two interventions to promote attachment: Videotaping and mother's journal: New Hampshire Association for Infant Mental Health Conference: Lincoln, NH.

Gasset, S, Williams, M & Van Bremen, J. (2009). Mother's journaling manual. Claremont, NH: Good Beginnings of Sullivan County.

Lawlor, M. (2003). The heart talks manual: A guide to utilizing art therapy techniques with transracially/transculturally adopted children. Denver, CO: Colorado Heritage Camps, Inc.

Farrelly Hansen, M. & Lawlor, M. (2003). "Art therapy support groups for transculturally and/or transracially adopted children" In D. Betts (Ed.), Creative arts therapies approaches in adoption and foster care: Contemporary strategies for working with individuals and families. Springfield, IL: Charles C. Thomas.

Lawlor, M. (2001). Broadening therapeutic boundaries to bring art home: Home based art therapy: American Art Therapy Association Conference: Albuquerque, NM.

Lawlor, M. (2000). Art and meditation in the passageway: A student's internship experience: American Art Therapy Association: St. Louis, MO.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: TLC Family Resource Center

Name of Program: Personal Responsibility Education Program (PREP) - Sullivan County

BUDGET PERIOD:		SFY 17		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Liza Draper	PREP Coordinator	\$51,005	100.00%	\$51,005.00
Margaret Monroe-Cassel	Executive Director	\$77,622	0.00%	\$0.00
Jo-Ann Kleyensteuber	Finance Director	\$59,869	0.00%	\$0.00
Karen Jameson	Registered Nurse	\$56,305	0.00%	\$0.00
Melony Williams	Clinical Director	\$56,383	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$51,005.00

BUDGET PERIOD:		SFY 18		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Liza Draper	PREP Coordinator	\$52,025	100.00%	\$52,025.00
Margaret Monroe-Cassel	Executive Director	\$79,174	0.00%	\$0.00
Jo-Ann Kleyensteuber	Finance Director	\$61,066	0.00%	\$0.00
Karen Jameson	Registered Nurse	\$57,431	0.00%	\$0.00
Melony Williams	Clinical Director	\$57,511	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$52,025.00

BUDGET PERIOD:		SFY 19		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Liza Draper	PREP Coordinator	\$53,066	100.00%	\$53,066.00
Margaret Monroe-Cassel	Executive Director	\$80,758	0.00%	\$0.00
Jo-Ann Kleyensteuber	Finance Director	\$62,287	0.00%	\$0.00
Karen Jameson	Registered Nurse	\$58,580	0.00%	\$0.00
Melony Williams	Clinical Director	\$58,661	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$53,066.00