



Jeffrey A. Meyers
Commissioner

Marcella J. Bobinsky
Acting Director

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
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June 16, 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 a **sole source** agreement with Manchester Community Health Center (Vendor #157274-B001), 145 Hollis Street, Manchester, NH 03101 for the provision of services to complete the pilot program of Linking Actions for Unmet Needs in Children's Health (LAUNCH) in the City of Manchester in an amount not to exceed \$1,345,559, effective July 1, 2016 or approval of Governor and Executive Council, whichever is later through June 30, 2018. 100% Federal Funding

Funds are available in the following account in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budget if needed and justified.

05-95-90-902010-1299 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, FEDERAL PROJECT LAUNCH

Fiscal Year	Class	Title	Activity Code	Amount
2017	102-500731	Contracts for Program Services	90002996	\$699,594
2018	102-500731	Contracts for Program Services	90002996	\$645,965
			Total:	\$1,345,559

EXPLANATION

This agreement is **sole source** because the community of Manchester was preselected upon application for Federal Funds to pilot local implementation of Project LAUNCH due to its size, ethnic and racial diversity, and full complement of health and social service organizations. Manchester Community Health Center was the only entity in Manchester that met the capacity requirements set forth by the federal funder, Substance Abuse and Mental Health Services Administration (SAMSHA) for full implementation of the project.

The Project Launch grant award is a five year project. However, due to the need to develop contracts and hire appropriate staff, the project was delayed for one year. This two year agreement will allow the vendor the appropriate time to continue to implement the activities of the project in order to complete the evaluation process and develop a sustainability plan.

The purpose of this agreement is to improve the wellness of young children in Manchester ages birth to 8 by addressing the physical, social, emotional, cognitive, and behavioral aspects of their development and to provide services necessary to complete the five year federally funded pilot program, Linking Actions for Unmet Needs for Children's Health (LAUNCH) in the City of Manchester. Project LAUNCH creates a more coordinated and collaborative early childhood system, which increases the quality and availability of early childhood and family services by eliminating barriers and duplication of services for children and their families in Manchester. Services are provided across the spectrum of disciplines of health, mental health, education, development, substance misuse prevention, child welfare and Medicaid

Through collaboration with four Manchester partnering organizations, Manchester Community Health Center provides services in early childhood education, developmental screenings, health and mental health screening and coordination, family strengthening, professional development for early childhood professionals and evidence based parenting programs. The Manchester Community Health Center also partners with Manchester Health Department for the evaluation of the pilot project. Ongoing data and evaluation of the project will allow services to be replicated expanded into other New Hampshire communities in need through future federal funding applications.

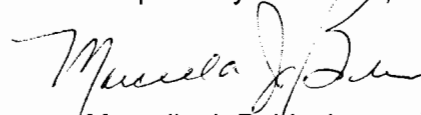
Should the Governor and Executive Council not approve this request, the Department would not be in compliance with the requirements of the federal Substance Abuse and Mental Health Services Administration (SAMSHA).

Area Served: Manchester

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration (SAMSHA), CFDA 93.243, FAIN SM061289.

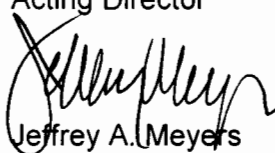
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Marcella J. Bobinsky
Acting Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Project LAUNCH - Evaluating and Sustaining LAUNCH Services (SS-2017-DPHS-05-Proje)



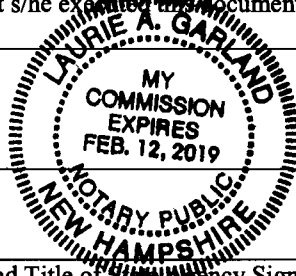
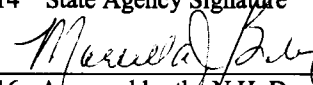
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 935-5210	1.6 Account Number 010-090-12990000-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$1,345,559
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kris McCracken, President/CEO	
1.13 Acknowledgement: State of <i>New Hampshire</i> , County of <i>Hillsborough</i> On <i>June 14, 2016</i> , 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 <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> [Seal]  </div> <div style="width: 50%; text-align: center;">  </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Laurie Garland, Notary Public</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Acting Director, <i>Marcela Bobinsky</i>	
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: <i>Walter M. A. [Signature]</i> - Attorney On: <i>6/16/16</i>			
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

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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.

Contractor Initials ML
Date 6/14/16



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to complete the pilot program of Linking Actions for Unmet Needs in Children’s Health (LAUNCH) in the City of Manchester in order to reduce gaps in services provided to young children and their families across the spectrum of disciplines, including but not limited to:
 - 1.3.1. Health (both public and private).
 - 1.3.2. Child Welfare.
 - 1.3.3. Medicaid.
 - 1.3.4. Substance Misuse Prevention and Services.
 - 1.3.5. Early Childhood Education.
 - 1.3.6. Social Emotional Development of Children (up to eight (8) years of age).
 - 1.3.7. Mental Health.

2. Scope of Services

- 2.1. The Contractor shall continue implementation of Manchester Project LAUNCH program services, strategies and activities, as described in the 2015 Project LAUNCH Strategic Plan as well as adhere to all SAMHSA Cooperative Agreement requirements.
- 2.2. The Contractor shall engage, coordinate and convene members of the Manchester Young Child Wellness Council (MYCWC) in order to foster collaboration between early childhood programs and stakeholders in Manchester for the purpose of:
 - 2.2.1. Eliminating barriers and avoid duplication of early childhood services
 - 2.2.2. Defining early childhood program quality standards.
 - 2.2.3. Creating cross sector early childhood program infrastructure and systems.
 - 2.2.4. Creating cross sector policies that support early childhood programs.

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[Handwritten date: 2/4/16]



Exhibit A

- 2.2.5. Defining MYCWC structure and plan for sustainability in order to maintain early childhood systems in Manchester.
- 2.3. The Contractor shall ensure the MYCWC membership includes but is not limited to:
 - 2.3.1. Pilot partnering agencies.
 - 2.3.2. One (1) representative from the State Young Child Wellness Council (SYCWC) or committee member.
 - 2.3.3. The Department's Young Child Wellness Expert.
 - 2.3.4. Leaders with decision making abilities from Manchester organizations that serve young children and their families.
- 2.4. The Contractor shall ensure MYCWC membership is representative of fields that include but are not limited to:
 - 2.4.1. Health (including the private sector).
 - 2.4.2. Child Welfare.
 - 2.4.3. Medicaid.
 - 2.4.4. Substance Misuse Prevention.
 - 2.4.5. Early Childhood Education-Head Start/Early Head Start/Part C.
 - 2.4.6. Local Elementary Education.
 - 2.4.7. Law Enforcement.
 - 2.4.8. Community Mental Health.
 - 2.4.9. Public Health.
 - 2.4.10. Home Visiting.
 - 2.4.11. Families in the Population of Focus.
 - 2.4.12. Family Support Program.
- 2.5. The Contractor shall facilitate quarterly MYCWC meetings, which includes but is not limited to:
 - 2.5.1. Notification of upcoming meetings to all members and the Department that includes the meeting agenda.
 - 2.5.2. Meeting minutes recorded and distributed to members and the Department within 10 business days for review/edits/approvals.
 - 2.5.3. Wide distribution of approved meeting minutes to all MYCWC members and the Department prior to the next scheduled meeting.
 - 2.5.4. Information regarding statewide and regional early childhood workforce development opportunities.

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Exhibit A

- 2.6. The Contractor shall coordinate the Manchester partnering agencies that provide direct services in a variety of fields, as described in Section 2.4, to children and their families. The Contractor shall:
- 2.6.1. Provide ongoing and updated information and resources to Manchester agencies and sub-contractors regarding early childhood best practices in order to:
 - 2.6.1.1. Avoid duplication of services, close gaps in services and enhance services to young children and their families.
 - 2.6.1.2. Assist Manchester agencies with reviewing and editing policies and procedures.
 - 2.6.1.3. Increase knowledge of programs and available to children and their families by coordinating social media and marketing efforts.
 - 2.6.1.4. Promote state and local workforce development activities for Manchester early childhood professionals.
 - 2.6.1.5. Coordinate and/or provide unduplicated professional development activities.
- 2.7. The Contractor shall collaborate with local agencies to reduce gaps in services and avoid duplication of services to children and their families by providing support, either directly or indirectly, that includes, but is not limited to:
- 2.7.1. Identifying and training new community sites to use the Ages & Stages Questionnaire 3 as well as the Ages & Stages Questionnaire - Social Emotional developmental screening tools.
 - 2.7.2. Coordinating screening data collection and referral with primary care providers.
 - 2.7.3. Coordinating mental health consultations in early care and education settings that include, but are not limited to:
 - 2.7.3.1. Early Head Start.
 - 2.7.3.2. Child Care Centers.
 - 2.7.3.3. Private or public preschools.
 - 2.7.4. Coordinating with home visiting programs to:
 - 2.7.4.1. Provide depression screenings for parents.
 - 2.7.4.2. Provide developmental screenings and referrals for children using the Ages & Stages Questionnaire 3 and Ages and Stages Social Emotional Questionnaire.
 - 2.7.4.3. Develop and implement family plans.
 - 2.7.5. Coordinating behavioral health and primary care services within primary care settings for parents of young children.

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Exhibit A

- 2.7.6. Providing training and support for bilingual community health care workers.
- 2.7.7. Providing parenting education classes using the evidence based curriculum Positive Solutions for Families.
- 2.8. The Contractor shall provide data collection and performance management of the Manchester pilot services as outlined in the 2015 Project LAUNCH Strategic Plan and Evaluation Plan, which shall include but not be limited to:
 - 2.8.1. Ensuring that all elements outlined in the 2012 Project LAUNCH Grantee Manual are addressed in the evaluation of services.
 - 2.8.2. Collecting necessary data from local and community service agencies.
 - 2.8.3. Analyzing data collected to determine validity of services provided.
 - 2.8.4. Providing written analytical and technical results of the data collected two times per year.
 - 2.8.5. Providing technical assistance and data collection to service providers.
- 2.9. The Contractor shall work collaboratively with the ELNH Contracted Consultant to support sustainability activities with the Manchester Young Child Wellness Council. The Contractor shall:
 - 2.9.1. Accept technical assistance on council development.
 - 2.9.2. Utilize consulting services provided by the ELNH contracted consultant regarding the use of SAMHSA's Sustainability Toolkit.
 - 2.9.3. Develop a 3-year written sustainability work plan for Project LAUNCH services using SAMHSA's Sustainability Toolkit and related resources.
- 2.10. The Contractor shall assist ELNH with the selection of a guest speaker for the ELNH conference on childhood screening and toxic stress that targets pediatricians and other early childhood professionals. Assistance shall include, but not be limited to:
 - 2.10.1. Screening potential speakers in conjunction with ELNH.
 - 2.10.2. Contributing to securing the selected speaker.
- 2.11. The Contractor shall translate and disseminate the evidence based parenting program materials, 'Positive Solutions for Families.' Materials shall be translated from English to:
 - 2.11.1. Arabic.
 - 2.11.2. Spanish.
 - 2.11.3. Nepalese.
- 2.12. The Contractor shall disperse materials identified in Section 2.11 to non-English and limited English speaking participants.
- 2.13. The Contractor shall coordinate professional development opportunities for the Manchester Police Department officers and leaders that focus on trauma



Exhibit A

informed care for children and families witnessing trauma and experiencing toxic stress. The Contractor shall:

- 2.13.1. Secure subject matter experts on trauma informed care and toxic stress to deliver professional development seminars/talks/educational courses.
- 2.13.2. Ensure the professional development seminars/talks/educational courses are available to staff on all shifts.

3. Staffing

- 3.1. The Contractor shall notify the Department in writing, when a new administrator, coordinator or essential staff is hired to perform contract activities within one (1) month of the individual's hire. The Contractor shall ensure notification includes, but is not limited to:
 - 3.1.1. Date of hire.
 - 3.1.2. Resume.
 - 3.1.3. Credentials, as appropriate.
- 3.2. The Contractor shall provide one (1) FTE to serve as the Local Young Child Wellness Coordinator (YCWC) who shall:
 - 3.2.1. Coordinate the local program with agency partners, evaluation activities, coordinate activities for the Local Young Child Wellness Manchester Young Child Wellness Council, engaging parents of the populations served
 - 3.2.2. Collaboratively plan program and MYCWC sustainability activities in order to write a comprehensive 3-year sustainability plan
 - 3.2.3. Attend Project LAUNCH Management Team meetings, State Young Child Wellness Council Meetings.
 - 3.2.4. Encourage collaboration between local staff and council members with the State Young Child Wellness members and Committee and members
 - 3.2.5. Coordinate and/or provide unduplicated relevant professional development activities for the local pilot staff and leaders
 - 3.2.6. Work collaboratively to achieve program outcomes with the Statewide Management Team that includes the Young Child Wellness Partner and the Department's Young Child Wellness Expert.
 - 3.2.7. Be the point of contact for all program activities and provide timely reports to the Maternal and Child Health Section.
 - 3.2.8. Attend monthly conference calls with Maternal and Child Health and Federal Project Officer
 - 3.2.9. Communicate and Collaborate with local or statewide groups that are relevant to Project LAUNCH Manchester.
 - 3.2.10. Have the following minimum qualifications:

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Exhibit A

- 3.2.10.1. Bachelors, (Masters preferred) in education, early childhood education, social work, health, public health or related field
- 3.2.10.2. At least six years of a combination of direct service and leadership experience in program coordination of early childhood development, education, health, public health, social work or other relevant experience
- 3.2.10.3. Ability to work within culturally diverse communities with individuals and groups in a culturally linguistic competent manner.
- 3.2.10.4. Excellent written, oral, group facilitation, marketing/social media, data base management and computer skills.
- 3.2.10.5. Experience providing professional development and training in the early childhood field.
- 3.2.10.6. Ability to effectively collaborate and coordinate with multiple program partners
- 3.2.10.7. Excellent analytical abilities to monitor and assess efficiency and effectiveness of program activities and operations
- 3.2.10.8. Strong leadership skills including interpersonal and problem solving skills with the ability to effectively communicate, engage, convene and collaborate with small and large groups of stakeholders in order to collaboratively achieve common goals and the ability to multi task and prioritize activities

4. Reporting

- 4.1. The Contractor shall provide reports on Project LAUNCH activities to the Department, which include but are not limited to:
 - 4.1.1. Monthly written summary of Manchester Young Child Wellness Council sustainability activities, key program strategy milestones, key evaluation updates, and relevant progress with statewide collaborative groups or initiatives no later than the 2nd Friday of every month.
 - 4.1.2. Quarterly reports that include, but are not limited to:
 - 4.1.2.1. Progress of achieving performance measures in Section 5 during the current quarter
 - 4.1.2.2. Barriers experienced to achieving performance measures in Section 5 during the current quarter.
 - 4.1.2.3. A brief written plan to address barriers identified in Section 4.1.2.1.1 during the following quarter.
 - 4.1.2.4. A summary of Sustainability planning activities with program staff, program partners and the Local Young Child Wellness Council.
 - 4.1.2.5. Performance measures for the TRAC database.



Exhibit A

4.1.2.6. Mid-Year and End of Year Report.

5. Performance Measures

- 5.1. **Performance Measure #1:** 90% of early childhood professionals are trained in specific mental health-related practices
- 5.2. **Performance Measure #2:** 100% of annual partnering organizations are formally coordinated to serve the mental health needs of young children and their families.
- 5.3. **Performance Measure # 3:** 10% of MYCWC members are consumers/family members
- 5.4. **Performance Measure # 4:** One (1) member of MYCWC attend bi monthly Statewide Young Child Wellness Council meetings/Spark NH at an 85% rate
- 5.5. **Performance Measure # 5:** 80% of MYCWC members report satisfaction with its structure, roles, decision making process and progress of council operations.

6. Deliverables

- 6.1. The Contractor shall organize and facilitate a minimum of 4 (four) MYCWC meetings per year.
- 6.2. The Contractor shall ensure a minimum of one (1) MYCWC member attends the Statewide Young Child Wellness Council meetings on a bi-monthly basis.
- 6.3. The Contractor shall participate in a minimum of eight (8) Federal Project Officer Calls annually.
- 6.4. The Contractor shall participate in a minimum of four (4) Project LAUNCH Management Team meetings, per year.
- 6.5. The Contractor shall submit a comprehensive three year Sustainability Plan, described in section 2.9.3, to the Department no later than December 31, 2017.
- 6.6. The Contractor shall ensure the guest speaker in Section 2.10 is selected and secured no later than September 30, 2016.
- 6.7. The Contractor shall ensure materials in Section 2.11 are translated no later than September 30, 2016.
- 6.8. The Contractor shall ensure translated materials in Section 2.11 are available for distribution no later than December 30, 2016.
- 6.9. The Contractor shall ensure professional development opportunities identified in Section 2.13.1 are coordinated and scheduled no later than September 30, 2016.
- 6.10. The Contractor shall ensure professional development opportunities identified in Section 2.13.2 are delivered in accordance with this agreement no later than December 30, 2016.

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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, in accordance with the budget in Exhibit B-1, Budgets for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.243, U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse and Mental Health Services _ Project of Regional and National Significance. FAIN #SM061289.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. 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.
 - 3.2. The invoice must be submitted by mail or e-mail to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

dphscontractbilling@dhhs.state.nh.us
4. A final payment request shall be submitted no later than sixty (60) days from the Form P37, General Provisions, Contract Completion Date, Bock 1.7.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to budget line item adjustments in Exhibit B-1 and Exhibit B-2 within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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[Handwritten date: 6/14/10]

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Project Launch

Budget Period: 7/1/2016 - 6/30/2017

Line Item	Budget		Total Program Cost		Percent of Direct		Total
	Unencumbered	Encumbered	Unencumbered	Encumbered	Unencumbered	Encumbered	
1. Total Salary/Wages	\$ 207,059.00	\$ -	\$ 20,706.00	\$ -	\$ 227,765.00	\$ -	\$ 227,765.00
2. Employee Benefits	\$ 37,271.00	\$ -	\$ 3,727.00	\$ -	\$ 40,998.00	\$ -	\$ 40,998.00
3. Consultants	\$ 1,000.00	\$ -	\$ 100.00	\$ -	\$ 1,100.00	\$ -	\$ 1,100.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,000.00	\$ -	\$ 200.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,060.00	\$ -	\$ 306.00	\$ -	\$ 3,366.00	\$ -	\$ 3,366.00
6. Travel	\$ 7,535.00	\$ -	\$ 754.00	\$ -	\$ 8,289.00	\$ -	\$ 8,289.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,920.00	\$ -	\$ 192.00	\$ -	\$ 2,112.00	\$ -	\$ 2,112.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ 170.00	\$ -	\$ 17.00	\$ -	\$ 187.00	\$ -	\$ 187.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 170.00	\$ -	\$ 17.00	\$ -	\$ 187.00	\$ -	\$ 187.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 10,661.00	\$ -	\$ 1,066.10	\$ -	\$ 11,727.10	\$ -	\$ 11,727.10
11. Staff Education and Training	\$ 8,708.00	\$ -	\$ 870.80	\$ -	\$ 9,578.80	\$ -	\$ 9,578.80
12. Subcontracts/Agreements	\$ 307,675.00	\$ -	\$ 30,768.00	\$ -	\$ 338,443.00	\$ -	\$ 338,443.00
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carryover - Translatg/printing/supplies	\$ 25,000.00	\$ -	\$ 2,500.00	\$ -	\$ 27,500.00	\$ -	\$ 27,500.00
Carryover - Speaker Fee	\$ 6,000.00	\$ -	\$ 600.00	\$ -	\$ 6,600.00	\$ -	\$ 6,600.00
Carryover - Professional Development	\$ 15,754.00	\$ -	\$ 1,575.40	\$ -	\$ 17,329.40	\$ -	\$ 17,329.40
TOTAL	\$ 635,964.00	\$ -	\$ 63,660.00	\$ -	\$ 699,624.00	\$ 10.0%	\$ 699,624.00

Indirect As A Percent of Direct

Contractor Initials: *EF*
Date: 6/14/16

Exhibit B-2, Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Project Launch

Budget Period: 7/1/2017 - 6/30/2018

Line Item	Direct		Indirect		Total	
	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed
1. Total Salary/Wages	\$ 207,069.00	\$ 20,706.00	\$ 227,765.00	\$ -	\$ 227,765.00	\$ -
2. Employee Benefits	\$ 37,271.00	\$ 3,727.00	\$ 40,998.00	\$ -	\$ 40,998.00	\$ -
3. Consultants	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ 1,100.00	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,080.00	\$ 308.00	\$ 3,388.00	\$ -	\$ 3,388.00	\$ -
6. Travel	\$ 7,535.00	\$ 754.00	\$ 8,289.00	\$ -	\$ 8,289.00	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,920.00	\$ 192.00	\$ 2,112.00	\$ -	\$ 2,112.00	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ 170.00	\$ 17.00	\$ 187.00	\$ -	\$ 187.00	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 170.00	\$ 17.00	\$ 187.00	\$ -	\$ 187.00	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 10,651.00	\$ 1,065.00	\$ 11,716.00	\$ -	\$ 11,716.00	\$ -
11. Staff Education and Training	\$ 8,709.00	\$ 871.00	\$ 9,580.00	\$ -	\$ 9,580.00	\$ -
12. Subcontracts/Agreements	\$ 307,876.00	\$ 30,788.00	\$ 338,664.00	\$ -	\$ 338,664.00	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 687,240.00	\$ 68,728.00	\$ 755,968.00	\$ -	\$ 755,968.00	\$ -

10.0%

Indirect As A Percent of Direct

Contractor initials: *W*
Date: 2/14/10



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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[Handwritten Date: 6/27/14]



- 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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) 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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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.

YK

6/24/16



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.

KL



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



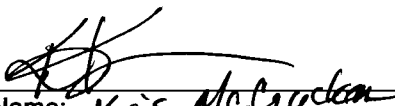
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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:

6/14/16
Date


Name: Kris McCracken
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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


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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

6/14/16
Date


Name: Kris Malcracker
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



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 (I)(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:

6/14/16
Date


Name: Kris Melnick
Title: President/CEO

Contractor Initials MLC
Date 6/14/16



**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

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

Contractor Initials

[Handwritten Signature]

6/14/16

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:

6/14/16
Date



Name: Kris McCracken
Title: President / CEO

Exhibit G

Contractor Initials 

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

Date 6/14/16



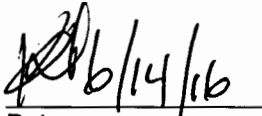
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


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:


Date


Name: Jns McCracken
Title: Resident/CEO

Contractor Initials JMC
Date 6/14/16



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.

JM
6/14/16



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

[Handwritten Signature]
12/14/16



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

W/S
6/14/10



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

[Handwritten Signature]
6/14/16



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.

<u>Dept of Health & Human Services</u> The State	<u>Kris McCracken / Manchester Community Health Ctr.</u> Name of the Contractor
<u>Marcella J. Bobinsky</u> Signature of Authorized Representative	<u>[Signature]</u> Signature of Authorized Representative
<u>Marcella J. Bobinsky</u> Name of Authorized Representative	<u>Kris McCracken</u> Name of Authorized Representative
<u>Acting Director</u> Title of Authorized Representative	<u>President CEO</u> Title of Authorized Representative
<u>6/16/16</u> Date	<u>6/14/16</u> 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.

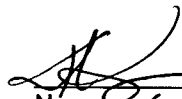
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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:

6/14/16
Date


Name: Kris McGrath
Title: President/CEO

Contractor Initials fu
Date 6/14/16



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 black ink, appearing to read "William M. Gardner". The signature is written in a cursive style and is located below the text of the certificate.

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.

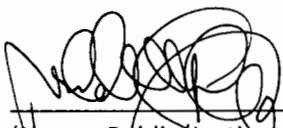
3. The forgoing resolutions have not been amended or revoked, and remain in full force and in effect as the 14th day of June, 2016.
4. Kris McCracken is the duly elected President/CEO of the Agency.



(Signature of the Secretary of the Board of Directors)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 14 day of JUNE, 2016, by Gerri Provost.



(Notary Public/Justice of the Peace)


COMMISSION EXPIRES JULY 22, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

Commission Expires: 7/22/2020



MANCCOM-01

LMICHALS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2016

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													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Acadia</td> <td>31325</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Acadia	31325	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED Manchester Community Health Center MCHC 145 Hollis Street Manchester, NH 03101														


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 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 checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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 <input checked="" type="checkbox"/> 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**

Department of Health and Human Services Bobbie Aversa, Procurement Coordinator Brown Building 129 Pleasant St 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 
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Mission, Vision and Core Values

Mission

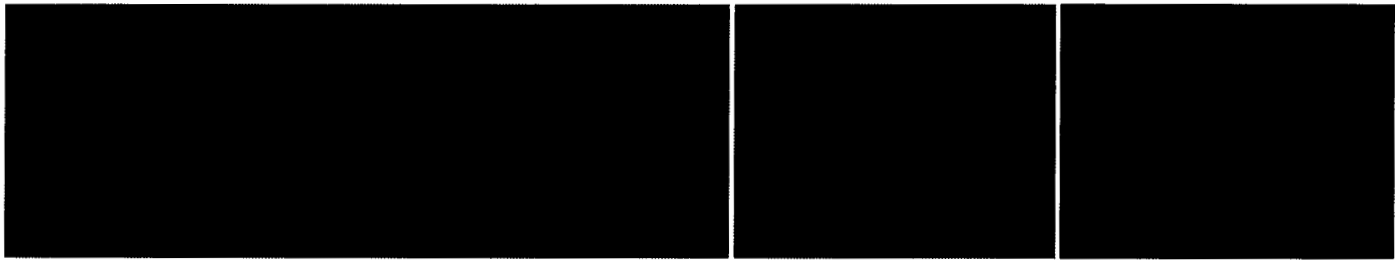
To improve the health and well-being of our patients and the communities we serve by leading the effort to eliminate health disparities by providing exceptional primary and preventive healthcare and support services which are accessible to all.

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

June 30, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Manchester Community Health Center

We have audited the accompanying financial statements of Manchester Community Health Center, which comprise the balance 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. 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 its 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.

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	-	<u>(319,224)</u>
Net cash used by operating activities	<u>(698,626)</u>	<u>(261,402)</u>
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	<u>(210,978)</u>	<u>(190,945)</u>
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	\$ (160,297)
Receivables	462,800
Other current assets	16,820
Property and equipment	1,127,203
Liabilities	<u>(231,542)</u>
Inherent contribution received	<u>\$ 1,214,984</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>
PROOF	156,994

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.

KATHLEEN DAVIDSON	Atty	Marketing & Dev	Director	11/4/2014	November, 2017	11/04/23
BARBARA LABONTE	CFO	Finance (CHAIR)	Treasurer	6/25/2014	June, 2017	06/25/23
DOMINIQUE A. RUST	COO	Executive (CHAIR)	President	4/6/2010	April, 2016	04/06/19
TONI PAPPAS	Business Director	Finance				
		Marketing & Dev (CHAIR)	Director	2/2/2010	Term ends 2/2/19	02/02/19
GERRI PROVOST	Senior Manager	Finance	Secretary	11/4/2008	Term ends 11/4/17	11/04/17
		Executive				
ANDRU VOLINSKY	Atty	Strategic Planning	Director	7/23/2013	July, 2016	07/23/21
GERMANO MARTINS	Community Liaison	Strategic Planning	Director	2/2/2010	Term ends 2/2/19	02/02/19
MUKHTAR IDHOW	Director	Quality Improvement	Director	4/6/2010	April, 2016	04/06/19
MYRA NIXON	Director of HR	Personnel (CHAIR)	Vice President	9/1/2008	Term ends 9/1/17	09/01/17
		Executive				
IDOWU EDOKPOLO	Residential Counselor	Strategic Planning	Director	11/19/2013	November, 2016	11/19/21
TULASI POKHREL	Teacher	Strategic Planning	Director	11/19/2013	November, 2016	11/19/21
CATHERINE MARSELLUS	Paralegal	Strategic Planning	Director	6/2/2015	June, 2018	06/02/24
ALEIDA GALINDO	Teacher		Director	6/2/2015	June, 2018	06/02/24
MARIA MARIANO	Retired		Director	7/6/2015	07/07/18	07/06/22

Total: 16
 (1) Completed: 9

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 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) 603-568-3417

Michele M. Croteau
Certified Management Accountant

Experience

Financial Management in a Multi-Corporate, Multi-State, Multi-Location Environment	GASB 34 & 45 Implementation	Capital Campaign Reporting
Not for Profit & Fund Accounting	Audit Management	Cost Analysis
Risk Management	Design of Internal Controls	Software Research, Selection & Implementation
Cash Flow Management	Single Audit Act Requirements	Process Walk Through & Design
Short Term Investing	DOL Requirements	Team Management
Financing Negotiations & Lease Purchasing	Grant Management /Federal Contracts	Team Facilitation
Bond Financing, BANs, QSCB, BABs	Direct Supervision of Various Departments:	990 & 990t Preparation
Budget / Project Planning & Management	Accounts Payable, Accounting, Payroll	State Charitable Trust Reports
Mergers	Accounts Receivable, Purchasing	Fixed Assets Management
RFP & Bid Development	Transportation, Food Service,	Insurance Negotiations
Medicare / CORF Cost Reports	Facility Management, Human Resources	Worker's & Unemployment Comp.
Collective Bargaining	TV, Radio, and Public Presentations	Conference Speaker
Board Level Presentations		

Software

Excel Spread Sheets / Graphs / Pivot Tables	Unifund / Pentamization / MUNIS	Power Point
Approach Database Word	Outlook / Organizer / First Class	Solomon & FRX Drilldown
Google Mail & Google Docs	Crystal Report Writer	Quickbooks & Quicken

Major Accomplishments – Concord School District (SAU#8)

Coordinated search, selection and implementation process for new financial / human resources software
Established a new chart of accounts to better meet District needs and comply with GAAP and State Handbook II guidelines
Introduced internal controls which successfully reduced the Management Letter comments by 100% from 38 to -0-
Obtained approval of \$3.68m in Qualified School Construction Bond funding - savings of approx. \$1m in interest
Created detailed financial model for costing all components of proposals during collective bargaining negotiations
Established a standardized procedure manual for use district-wide in the management of Student Activity Accounts
Established monthly process to export financial expenditure data for ease of analysis using Excel Pivot Tables
Refined budget process and created materials for Board presentation and public hearings
Positioned District to be able to bond \$62.5m for a facility project independently; Secured Moody's rating of Aa2 in 2010
Issued \$55m in bonds including Build America Bonds; Affirmed Aa2 Moody's rating; Secured first Standard & Poor's rating of AA-
Saved \$8.5m in interest expense on \$55m bond issue through interest rebates

Major Accomplishments – SAU #19

Implementation of Annual Benefit Fairs
Negotiation of District Wide Copier Upgrade Plan
Staff Retention and Development
Implementation of Internal Controls
Financial Tracking / Reporting of Building Projects
Search and Selection of Finance/HR Software
District Savings Through:
* Resolution of Outstanding IRS Issues upon hire
* Implementation of Health Insurance Reconciliation
* Implementation of COBRA Tracking Process
* Bond Refunding resulting in \$340k+ in savings
* Implementation of GASB 34 In-house / No Consultant Fees
* Negotiation of a 3-Year Rate Guarantee for Life & LTD Coverage
* Renegotiated a 66-Month Fixed Fee Copier Contract Resulting in \$26K in Savings Over Prior Contract
* Improved Goffstown School District's Bond Rating from A3 in 1998 to A2 in 2001

Major Accomplishments – Easter Seal Society

Active in Financial Turnaround of Not-for-Profit Organization
Assisted in Merger of \$5 Million NY Organization
Implemented Weekly Financial Information
Roll out of Drilldown Process & Networked Financial Information
Successful IRS Audits – No Adjustments
Conversion to Client / Server / Financial Software
Successful Financial & A-133 Audits
430% increase in Short Term Cash
Recipient of Awards for Outstanding Service

Michele M. Croteau
Certified Management Accountant

Relevant Work History

June 2012 – Present Manchester Community Health Center(MCHC) Manchester, NH

Chief Financial Officer – MCHC is a not-for-profit Federally Qualified Healthcare Center with 2 locations providing comprehensive primary care services with a focus on ensuring access to healthcare for the uninsured and underserved in the Greater Manchester Area. With an annual budget of \$7m, MCHC provides family practice, pediatrics, obstetrics, podiatry, optometry, behavioral health, nutrition and health education, interpretation, transportation, and 403(b) pharmacy services for 8,800 active patients with 35,000 encounters and 220 deliveries annually. The CFO is responsible for all aspects of financial operations including leading, planning, organizing and overseeing financial operations. The CFO is a key member of the Senior Management team, serves as the MCHC representative to various external organizations, services on the Finance Committee (FC) of the Board of Directors and is responsible for financial reporting to the FC and the Board. The CFO is responsible for the recommendation of fiscal policy as well as the interpretation and application of fiscal policy as established by the Board of Directors.

December 2005 – June 2012 Concord School District SAU #8 Concord, NH

Business Administrator / Treasurer – The Concord School District is the 4th largest district in the State with approximately 4,900 students throughout 5 active elementary schools, 1 middle school and 1 high school, 1,000 staff, an operating budget of \$70m plus \$66.8m in construction budgets. This position supervises an office of 7 and is responsible for all financial operations, including but not limited to the processing of payroll, accounts payable, cash receipts, purchasing, budget development and tracking, financial reporting, internal controls, bid management, bond issuance and alternative financing arrangements, grant management, audit preparation, participation in risk management and insurance negotiations, and State reports. Additionally, this role functions as a member of the Executive Team, is responsible for supervision of the Food Service and Transportation departments, and is on the negotiating team for the Concord Education Association collective bargaining agreement.

October 1998 – December 2005 School Administrative Unit # 19 Goffstown, NH

Business Manager - The SAU served the school districts of Dunbarton, Goffstown, and New Boston including 6 schools, approximately 3,800 students and 500 staff. This position supervised an office of 5 and was responsible for all financial operations, including but not limited to the processing of 4 payrolls, accounts payable, cash receipts, purchasing, budget development and tracking, financial reporting, internal controls, bid management, bond issuance, grant management, audit preparation, review and negotiation of contractual documents, risk management and insurance negotiations. food service operations, State reports, and development of the annual district meeting warrants. Dunbarton's budget was approved via traditional Town Meeting, New Boston's was SB-2 non-Municipal Budget Act (no Budget Committee; Finance Committee advisory only), Goffstown was SB-2 Municipal Budget Act (Budget Committee approved budget for public vote) and the SAU's budget was approved via the SAU Board.

July 1986 – September 1998 Easter Seal Society of NH, Inc. Manchester, NH

July 1988 – September 1998 **Controller (for Parent & Subsidiaries)**

Corporate headquarters for a \$29 million tri-state, multi-corporate not-for-profit organization employing approximately 1000 staff. Supervised departments including 13 staff responsible for 4 payrolls, purchasing, accounts payable, cash receipts, internal and external audits, grant reporting and management, budget development, financial statement preparation, general ledger chart of accounts structure, and new reports development. Provided cash management, investing of short term funds, negotiating and securing loans, cost analysis, and cost projections. Served as an authorized signer on all accounts.

Sept. 1992 – Sept. 1994 **Controller & Information Systems Supervisor (including network management)**

July 1986 – July 1988 **Assistant Controller (Promoted)**

1979 – 1986 Employment in accounting (Easter Seal Society) and computer programming.

Education

New Hampshire College Bachelor in Management Advisory Services (Dual Degree – Accounting & Computer Science)
Certifications: Certified Management Accountant, IMA; Certified Netware Administrator version 3.11, Novel
Credentials: Business Administrator - Alternative IV Statement of Eligibility

Associations

NH ASBO – Immediate Past President (2007, 2008), President (2006), Vice President (2005), Executive Committee (2003, 2004)
Institute of Management Accountants IMA – Controllers Council (Past Member)
ASBO International NH School Administrators Association

Other

Presenter: Budgeting – NH ASBO (2005); Budgeting – Tri-State ASBO (2005); RFP's – NH SAA (2005 Best Practices)
Competitive Bidding for Utilities - NH SAA (Best Practices)
Various presentations for aspiring school administrators – NH SAA

Board Member: NHTI Advisory Board (active; appointed summer 2010)

Founding Member of the John Stark General's Football Association; Treasurer (term expired)

Lara Quiroga

[REDACTED], M.ED.

Expertise Highlights

Early Care & Education Program Administration	Children and Families Living in Poverty	Group Facilitation
Early Childhood Policy	Children with Challenging Behaviors	Quality Improvement Processes
Early Childhood Curriculum & Environmental Design	Professional Development	Higher Education Administration

Professional Experience

PROJECT LAUNCH NH – MANCHESTER COMMUNITY HEALTH CENTER– MANCHESTER, NH 2013 - present

Project LAUNCH Local Program Director

- Responsible for oversight of all local system of care activities to improve outcomes for young children through improved collaboration, integration, and infrastructure development
- Lead all Project LAUNCH (Linking Actions for Unmet Needs in Children's Health) activities within the locally-funded community and ensure their effective and efficient service delivery, including improving a system of developmental screening, enhanced home visiting, mental health consultation in early care and education, integration of behavioral health into primary care, and parenting skills training
- Convene and lead a Local Council on Young Child Wellness to develop and implement a Strategic Plan
- Provide leadership in all local facets of young child wellness efforts and facilitate efforts to improve local infrastructure, including implementing evidence-based and promising practices and guiding the establishment of interagency collaborations with other community-based, child- and family-serving public agencies
- Guide the development and implementation of the Strategic Plan and coordinate data and evaluation for performance reporting and evaluation purposes
- Promote the Project LAUNCH mission through upholding standards of cultural competence, system of care principles, family involvement, and integrative practices

TUFTS UNIVERSITY– MEDFORD, MA

2011 - 2013

Communications and Project Administrator: Office of the President

- Conceptualize and manage implementation of a coordinated system of communications for the university's strategic initiatives, including diversity, sustainability, administrative effectiveness, strategic planning, and capital planning
- Support various committees led by the President and Chief of Staff, including the President's Council on Diversity and Council on Campus Sustainability
- Coordinate with the Office of the Provost regarding strategic plan development aligned to the university's mission and vision and initiatives of the President's Office
- Collaborate with the Office of Institutional Research to gather and analyze data to be used as an evidence base for a range of on-going and one-time projects
- Write and disseminate a broad range of communications and correspondence including reports, announcements, and messages to the Tufts community
- Manage content on the President's Office website

Accreditation Coordinator: Office of Institutional Research and Evaluation

- Provide support and assistance to the chair of the NEASC steering committee and assist the chairs of the eleven standard working groups in facilitating meeting and writing reports for the assigned standard
- Serve as a resource for information on the accreditation process and the development of a comprehensive learning outcomes assessment system
- Coordinate and disseminate information to all individuals, committees, and agencies involved with the accreditation process
- Create, manage, organize, and update an accreditation wiki for internal university use and a virtual workroom for visiting accreditation team
- Manage and schedule the accreditation site visit
- Coordinate the preparation of and edit Tufts' accreditation self-study

SOUTHERN NEW HAMPSHIRE UNIVERSITY– MANCHESTER, NH

2007 - 2011

Community Outreach Coordinator: School of Education

- Support collaboration with community partners, state organizations, and accrediting agencies
- Develop and assist in offering outreach programs and events supporting the professional development of students, teachers, parents, and faculty/staff
- Assist in School of Education's reaccreditation preparation through the NH Department of Education
- Serve as writer and content editor for the university semi-annual magazine and editor of School of Education monthly newsletter
- Support development and design of School of Education marketing materials including program sheets, viewbook, and other materials
- Coordinate with the Offices of Admissions and Transfer Admissions to streamline activities for prospective students, including open house and orientation events
- Developed two university-wide articulation agreements, including dual admission protocol and transfer credit equivalents, with local community colleges

Adjunct Faculty: School of Education and College of Online and Continuing Education

- Develop syllabus for course offering, including required reading and writing assignments, quizzes, exams, observations, and class content for undergraduate and graduate level coursework in the field of Child Development and Early Childhood Education
 - Administration of Child Development Programs
 - Behavior Theory and Practice
 - Child Assessment
 - Child Development
 - Child Development Practicum
 - Cognitive Development of Young Children
 - Family and Culture
 - Foundations and Issues in Child Development
 - History/Philosophy of the Child Study Movement
 - Infants and Toddlers
 - Internship
 - Language and Cognitive Development
 - Precursors of Academic Skills
 - Psychosocial Development
 - Theories of Play

MANCHESTER COMMUNITY COLLEGE– MANCHESTER, NH

2006 - 2008

Adjunct Faculty: Early Childhood Education Department

- Teach undergraduate level coursework in the field of Early Childhood Education
 - ECE 100 Early Child Growth & Development
 - ECE 116 Child Health, Safety, & Nutrition
 - ECE 250 Childcare Administration and Management

VNA CHILD CARE AND FAMILY RESOURCE CENTER– MANCHESTER, NH

2001 - 2007

Program Manager: Education and Professional Development

- Supervise over 50 staff and monitor classrooms to ensure provision of developmentally appropriate care and education to approximately 200 children and families
- Coordinate and provide professional development and training for over 50 teaching staff
- Provide evaluation and assistance to teachers who care for children with behavioral issues, including involvement on Universal, Targeted, and Intensive PBIS Teams to develop school-wide behavior expectations and individualized behavior intervention plans based on functional behavioral assessment
- Liaise with representatives from the Manchester School District to ensure consistent implementation of the Early Reading First program, including Curiosity Corner curriculum, PPVT-4 and PALS-PreK assessments, and professional development
- Coordinate with local school district to ensure children with special needs receive services and in accordance with IEP/IFSP activities/goals
- Increase capacity for and design quality initiatives including literacy, math, science, gross motor, and language arts
- Monitor day to day operational expenditures and discrepancies and provide input into annual budget planning

HEAD START/EARLY HEAD START, SOUTHERN NH SERVICES, INC. – MANCHESTER, NH

1999 - 2001

Systems Coordinator

- Develop and implement community collaborations and agreements
- Monitor a multi-million dollar budget and assist in development and writing of federal grant proposals
- Collaborate with Management Team to revise various program systems
- Plan and coordinate monthly Parent Policy Committee meetings

Center Director

- Responsible for daily operations, management, and quality child care of the center
- Supervise teaching and family service staff
- Design and implement staff training
- Assist in recruitment of eligible families in community for program enrollment

Teacher

- Caregiver in Head Start and Early Head Start programs
- Plan and implement developmentally appropriate curriculum
- Home visit with families enrolled in program
- Select and order equipment for model infant/toddler and preschool classrooms

KIDS CARROUSEL – MANCHESTER, NH

1998 - 1999

Teacher

- Plan and implement daily schedule and lesson plans
- Supervise two assistants with responsibility for sixteen toddlers
- Develop job description for Assistant Teacher position

Selected Trainer/Consultant Work

SERESC PRESCHOOL TECHNICAL ASSISTANCE NETWORK– BEDFORD, NH

2009 - 2010

GROW, LEARN, & PLAY AT MOORE CENTER SERVICES, INC. – MANCHESTER, NH

2009

VNA CHILD CARE AND FAMILY RESOURCE CENTER– MANCHESTER, NH

2007 - 2010

EASTER SEALS CHILD DEVELOPMENT & FAMILY RESOURCE CENTER– MANCHESTER, NH

2014 - present

Education

SOUTHERN NEW HAMPSHIRE UNIVERSITY– MANCHESTER, NH

Master of Education in Child Development with a concentration in Administration, 2007

Thesis: *The Influence of Teacher Education Level on Early Childhood Education Program Quality*

GRANITE STATE COLLEGE– MANCHESTER, NH

Bachelor of Science in Early Childhood Education Administration, 2004

Professional Summary

AWARDS

- Henry Morgan Award (achievement in professional development and commitment to improving the quality of care and education in NH)
- 2015 & 2016 Early Learning NH Champion Award

SELECTED BOARDS, COMMUNITY AFFILIATIONS, AND ACTIVITIES

- Chair of NH Children’s Trust Board of Directors (present)
- Presenter at the Pyramid Model Consortium National Training Institute on Effective Practices: Addressing Challenging Behavior (2016)
- Participant in Train the Trainer for Center on the Social and Emotional Foundation for Early Learning – Infant/Toddler Modules (2010)
- Presenter at the NAEYC Annual Conference (2008, 2009, 2010) and NAEYC Professional Development Institute (2010)
- Mentor in the State of NH Child Development Bureau Trainer Development Program (2008- 2009)
- Presenter at the Early Learning New Hampshire Annual Conference (2006, 2008)
- Presenter at the NHAIEYC/VTAEYC Administrator’s Conference(2006, 2008)
- Member of the Task Force for the State of NH Child Care Licensing Regulations Revisions (2006-2008)
- Participant in the Brazelton Touchpoints in Early Care and Education Training Program (2003)
- Member of State of NH House of Representatives Children and Family Law Committee Ad Hoc Study Group to identify judicial/legislative guidelines for determining the “Best Interest of the Child” in divorce/child custody proceedings

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Manchester Community Health Center

Name of Bureau/Section: Project LAUNCH

BUDGET PERIOD:	SFY 2017	July 1, 2016 - June 30, 2017	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Kris McCracken, President/CEO	\$174,429	0.00%	\$0.00
Michele Croteau, CFO	\$118,290	0.00%	\$0.00
Lara Quiroga, Young Child Wellness Coordinator	\$67,021	100.00%	\$67,021.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$67,021.00