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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4524 1-800-852-3345 Ext. 4524
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www.dhhs.nh.gov

July 13, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into a **sole source** amendment to an existing contract with Manchester Community Health Center (Vendor # 157274-B001), 145 Hollis Street, Manchester, NH 03101, to increase the Price Limitation by \$165,554 from \$1,345,559 to an amount not to exceed \$1,511,113, to increase early childhood wellness in children ages birth to eight (8) years old and their families through public health promotion and prevention strategies, and extend the Completion Date from June 30, 2018 to September 30, 2018, effective upon the date of Governor and Council approval. This agreement was originally approved by Governor and Council on June 29, 2016, Item #37B. 100% Federal Funds

Funds are available in SFY 2018 and SFY 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-902010-1299 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 / Account	Class Title	Job/Activity Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	90002996	\$699,594	\$0	\$699,594
2018	102-500731	Contracts for Prog Svc	90002996	\$645,965	\$131,557	\$777,522
2019	102-500731	Contracts for Prog Svc	90002996	\$0	\$33,997	\$33,997
			Total	\$1,345,559	\$165,554	\$1,511,113

EXPLANATION

The Department of Health and Human Services, Division of Public Health Services (DPHS) requests to enter into a **sole source** amendment to an existing **sole source** contract with Manchester Community Health Center.

Manchester Community Health Center currently coordinates the local implementation of Project LAUNCH, a five-year, 100% federally funded cooperative agreement with the Substance Abuse and Mental Health Services Administration (SAMHSA). The purpose of Project LAUNCH is to improve the wellness of young children and their families so that children can enter school ready to learn. Project LAUNCH promotes five (5) health and wellness strategies for children ages 0-8 years of age and their families: integration of physical and mental health including substance abuse screenings; increase of developmental screenings; increase of family resilience through a research based parenting program; consultation and professional development for early childhood teachers and the enhancement of home visiting programs' focused on children's social emotional development.

The original Federal funding opportunity from SAMHSA for Project LAUNCH required that DPHS pre-determine the geographic area and community based lead agency that could best plan for and meet the complex needs of improving social emotional development of young children; improved family support; and the diverse professional development needs of the early childhood workforce. The City of Manchester was the only geographic area in New Hampshire that met the population size and diversity requirements of Project LAUNCH. Manchester Community Health Center was preselected as the community-based agency lead due to the demographic and health characteristics of its patient population as well as its ability to subcontract and work in partnership with four (4) other Manchester social service and educational agencies.

Project LAUNCH (PL) is beginning its fifth and final year of Federal funding. The funds in this amendment will be used for scholarships for community health workers that support early childhood development to attend an eight (8) week Community Health Worker Class; professional development for early childhood workforce; the creation of a live data dash board visualization tool to display current status of metrics and key performance indicators for this project; and a consultant to train Manchester organizational partners in culturally linguistic competence and collaborative support. The Extension of three (3) months from June 30, 2018 to September 2018 will also align the project with the federal project deadlines and allow time for the project leaders to complete federal reporting requirements.

The funds available for this amendment were unspent from year one. SAMSHA has approved the carry forward and use of these funds for these activities. The funds are available to use until the end of the grant period, September 30, 2018.

All of these activities will advance the knowledge and skills of the pilot staff and the partnering organizations so that children and families in Manchester will continue receive high quality services after the completion of the project.

Should Governor and Executive Council not authorize this Request, quality and performance measures will not be met by the federal agreement with SAMHSA.

The Contractor successfully fulfilled and achieved the performance measures in the original contract.

The following performance measures/objectives will be used to continue to measure the effectiveness of the amendment agreement:

- A written report of each project in the Amendment;
- 90% of early childhood professionals in Manchester are trained in specific mental health related practices;
- 100% of partnering organizations are formally coordinated to serve the mental health needs of young children and their families in Manchester;
- 10% of the Manchester Young Child Wellness Council (MYCWC) are consumers/family members;
- One (1) member of the MYCWC attends the Statewide Young Child Wellness Council, Spark NH meetings at an 85% rate;
- 80% of the MYCWC members report satisfaction with its structure, roles, decision making process and progress of council operations.

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

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

Respectfully submitted,



Lisa Morris, MSSW
Director



Approved by:

Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Project LAUNCH – Evaluating and Sustaining LAUNCH Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Project LAUNCH – Evaluating and Sustaining LAUNCH Services**

This 1st Amendment to the Project LAUNCH – Evaluating and Sustaining LAUNCH Services contract (hereinafter referred to as "Amendment One") dated this 26th day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Community Health Center, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 145 Hollis Street, Manchester NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016, ITEM #37B, and the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read September 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$165,554 from \$1,345,559 to read: \$1,511,113.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Delete Exhibit A in its entirety and replace with Exhibit A - Amendment #1.
6. Delete Exhibit B, Method and Conditions Precedent to Payment, Line Item #7 and replace with: Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to budget line item adjustments in Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4 Budget – Amendment #1, 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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New Hampshire Department of Health and Human Services
Project LAUNCH – Evaluating and Sustaining LAUNCH Services

- 7. Amend Budget to:
 - Add Exhibit B-3 Amendment #1 Budget
 - Add Exhibit B-4 Amendment #1 Budget

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Lisa Morris
Director

6/30/17
Date

Manchester Community Health Center

Name: Kris McCracken
Title: President/CEO

6/29/17
Date

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on June 29, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Sarah Gibson, Notary Public

Name and Title of Notary or Justice of the Peace

My Commission Expires: 09/07/21



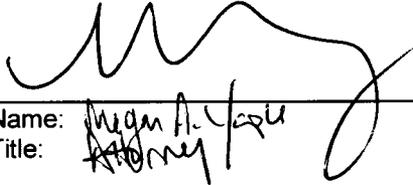
New Hampshire Department of Health and Human Services
Project LAUNCH – Evaluating and Sustaining LAUNCH Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/31/17
Date


Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A - Amendment #1

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;

[Handwritten Signature]
Date 6/29/17



Exhibit A - Amendment #1

- 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.



Exhibit A - Amendment #1

- 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;
 - 2.7.4.4. Coordinate the Support for the Manchester Home Visiting Community of Practice.



Exhibit A - Amendment #1

- 2.7.5. Coordinating behavioral health and primary care services within primary care settings for parents of young children;
- 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. Provide 10 scholarships for Project LAUNCH Community Health Workers and other Manchester Community Health Workers to attend the 8-week Community Health Worker class;
- 2.10. Provide 20 stipends to Trainers to provide 20 statewide “Positive Solutions for Families” six week parenting programs throughout the state;
- 2.11. Coordinate a Consultant to provide training skills for Parent Education Facilitators;
- 2.12. Hire a Data Consultant to create a Manchester public health Dashboard with childhood and family data relevant to Project LAUNCH;
- 2.13. Provide sponsorship to conferences and public awareness events that are relevant to Project LAUNCH strategies and activities;
- 2.14. Obtain a Cultural Linguistically Appropriate (CLAS) Consultant to work with partnering Agencies in Manchester so that partners can become CLAS compliant;
- 2.15. Provide scholarships to Project LAUNCH staff to attend an 8-week Community Health Worker Class.

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;

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Exhibit A - Amendment #1

- 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 and write the comprehensive 3-year sustainability plan for Project LAUNCH which shall include:
 - 3.2.2.1. An executive summary;
 - 3.2.2.2. A narrative of how and which program services will be sustained;
 - 3.2.2.3. Plans for replication of Project LAUNCH strategies;
 - 3.2.2.4. An operations plan for the Manchester Young Child Wellness Council which includes:
 - a) Linking systems to Spark NH;
 - b) Completed and recommended early childhood system building activities and/or policies for Manchester; and
 - c) A comprehensive financing plan that includes a narrative of what will be sustained;
 - d) A three (3) year budget, budget summary and in kind services.
 - 3.2.3. 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 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 which includes the Young Child Wellness Partner and the Department's Program Director/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:



Exhibit A - Amendment #1

- 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 (6) 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 of local or statewide collaborative groups or initiatives pertaining to Project LAUNCH, 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. Quarterly Performance measures for the SPARS database;
 - 4.1.2.3. 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;

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Exhibit A - Amendment #1

- 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 the initial draft of the comprehensive three-year Project LAUNCH Sustainability Plan, described in Section 3.2.2, to the Department no later than April 15, 2018 and the final by September 15, 2018.
- 6.6. The Contractor shall coordinate with Early Learning NH and complete the comprehensive 5-year Evaluation Plan and submit to the Department on August 1, 2018;
- 6.7. The Contractor will provide ten (10) scholarships for Project LAUNCH Community Health Workers and other Manchester Community Health Workers to attend the 8-week Community Health Worker class;
- 6.8. The Contractor will provide twenty (20) stipends to Project LAUNCH Trainers to facilitate twenty (20) statewide "Positive Solutions for Families", for the six (6) week parenting programs throughout the state. The Trainings and stipends will be provided by June 30, 2018.
- 6.9. The Contractor will hire and coordinate with a Consultant to provide training skills for Project LAUNCH Parent Education Facilitators. The training will take place by December 31, 2017;
- 6.10. The Contractor will hire a Data Consultant to create a Manchester public health data dashboard with childhood and family data relevant to Project LAUNCH activities;



Exhibit A - Amendment #1

- 6.11. The Contractor will provide sponsorships to organizations to offer conferences and public awareness events that are relevant to Project LAUNCH strategies and activities. The sponsorships will be provided by June 30, 2018;
- 6.12. The Contractor will hire a Cultural Linguistically Appropriate (CLAS) Consultant to work with Project LAUNCH partnering Agencies in Manchester so that partners can become CLAS compliant. The Consultant will provide services no later than June 30, 2018.
- 6.13. The Contractor will provide scholarships to Project LAUNCH staff to attend an 8-week Community Health Worker Class. Scholarships will be provided by June 30, 2018.

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Exhibit B-3
Amendment #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: 7/1/2017 - 6/30/2018 Additional Funding

Line Item	Description	7/1/2017 - 6/30/2018	Additional Funding	Total
1.	Total Salary/Wages	\$ 119,597	\$ 11,940	\$ 131,537
2.	Employee Benefits	\$ -	\$ -	\$ -
3.	Consultants	\$ -	\$ -	\$ -
4.	Equipment:	\$ -	\$ -	\$ -
	Rental	\$ -	\$ -	\$ -
	Repair and Maintenance	\$ -	\$ -	\$ -
	Purchase/Depreciation	\$ -	\$ -	\$ -
5.	Supplies:	\$ -	\$ -	\$ -
	Educational	\$ -	\$ -	\$ -
	Lab	\$ -	\$ -	\$ -
	Pharmacy	\$ -	\$ -	\$ -
	Medical	\$ -	\$ -	\$ -
	Office	\$ -	\$ -	\$ -
6.	Travel	\$ -	\$ -	\$ -
7.	Occupancy	\$ -	\$ -	\$ -
B.	Current Expenses	\$ -	\$ -	\$ -
	Telephone	\$ -	\$ -	\$ -
	Postage	\$ -	\$ -	\$ -
	Subscriptions	\$ -	\$ -	\$ -
	Audit and Legal	\$ -	\$ -	\$ -
	Insurance	\$ -	\$ -	\$ -
	Board Expenses	\$ -	\$ -	\$ -
	Software	\$ -	\$ -	\$ -
10.	Marketing/Communications	\$ -	\$ -	\$ -
11.	Staff Education and Training	\$ -	\$ -	\$ -
12.	Subcontracts/Agreements	\$ -	\$ -	\$ -
13.	Other (specify details mandatory):	\$ -	\$ -	\$ -
	Carryover - CHW Scholarships	\$ 12,000	\$ 1,200	\$ 13,200
	Carryover - Parenting Program Stipends	\$ 20,000	\$ 2,000	\$ 22,000
	Carryover - Data & CLAS Consultants	\$ 87,597	\$ 8,760	\$ 96,357
	TOTAL	\$ 119,597	\$ 11,940	\$ 131,537
	Indirect At A Percent of Direct		10%	\$ 13,154
				\$ 144,691

Contractor Initials: *JUC*
Date: 6/29/17

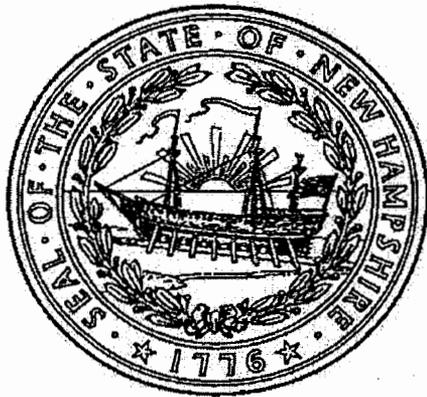
State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 175115



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Manchester Community Health Center.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 28, 2017:

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and in effect as the 29 day of June, 2017.
4. Kris McCracken is the duly elected President/CEO of the Agency.


(Signature of the Secretary of the Board of Directors)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 29 day of June, 2017, by Gerri Provost.



(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: 09/07/21



Mission, Vision and Core Values

Mission

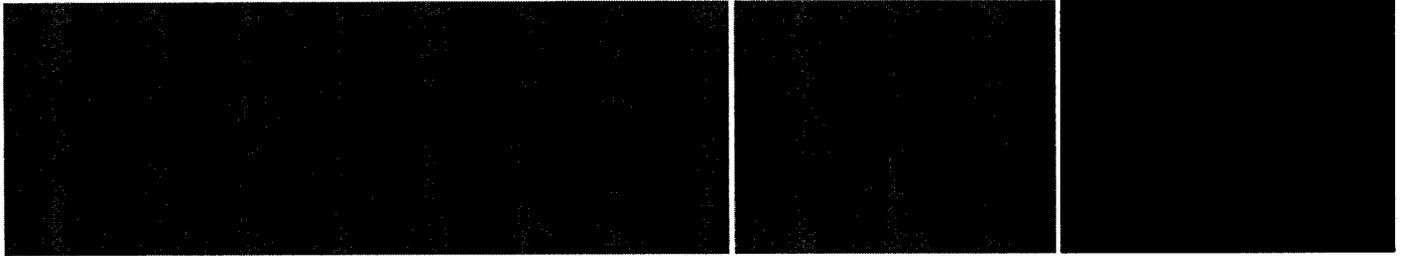
To improve the health and well-being of our patients and the communities we serve by leading the effort to eliminate health disparities by providing exceptional primary and preventive healthcare and support services which are accessible to all.

Vision

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

Core Values

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



FINANCIAL STATEMENTS

June 30, 2016 and 2015

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Directors
Manchester Community Health Center

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 6, 2016

MANCHESTER COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2016 and 2015

ASSETS

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

LIABILITIES AND NET ASSETS

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

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2016 and 2015

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

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2016 and 2015

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

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Cash Flows

Years Ended June 30, 2016 and 2015

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

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

1. Summary of Significant Accounting Policies

Organization

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

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

Child Health Services Acquisition

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

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

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

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

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

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

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

Income Taxes

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

Use of Estimates

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

Cash and Cash Equivalents

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

Allowance for Uncollectible Accounts

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

A reconciliation of the allowance for uncollectible accounts follows:

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

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

Grants and Other Receivables

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

Investment in Limited Liability Company

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

Assets Limited as to Use

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

Property and Equipment

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

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

Temporarily and Permanently Restricted Net Assets

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

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

Donor-Restricted Gifts

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

Patient Service Revenue

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

340B Drug Pricing Program

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

Charity Care

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

Functional Expenses

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

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

Subsequent Events

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

2. Property and Equipment

Property and equipment consists of the following:

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

3. Line of Credit

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

4. Long-Term Debt

Long-term debt consists of the following:

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

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

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

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

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

5. Temporarily and Permanently Restricted Net Assets

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

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

6. Patient Service Revenue

Patient service revenue follows:

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

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

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

Medicare

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

Medicaid and Other Payers

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

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

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

7. Retirement Plan

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

8. Concentration of Risk

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

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

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

9. Commitments and Contingencies

Medical Malpractice Insurance

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

Leases

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

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

MANCHESTER COMMUNITY HEALTH CENTER
BOARD OF DIRECTORS

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

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. ITI 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

RICHARD A. ELWELL, JR., CPA, MBA

- 2017 – present **MANCHESTER COMMUNITY HEALTH CENTER, MANCHESTER, NH**
Interim CFO (March 2017 – present)
- Acting as interim CFO for a community health center operating out of four sites. Reporting to the Chief Executive Officer, responsible for all financial activities, including Revenue Cycle, financial reporting and budgeting.
- 2016 – present **SPROUTS INTERNATIONAL LLC, MANCHESTER, NH**
Principal (January 2016 – present)
- Health care consulting firm providing business planning, financial planning and analysis, capital planning, regulatory analysis, pension de-risking strategies and strategic planning
- 1999 – 2015 **ELLIOT HEALTH SYSTEM, MANCHESTER, NH**
Senior Vice President, CFO (May 1999 – December 2015) (Retired)
- Responsibilities: Chief Financial Officer for a healthcare system that was created through the disaffiliation of Optima Healthcare/Optima Health. Elliot Health System (EHS) includes an acute care hospital (296 beds), two employed physician practice groups with 350 providers, a home health agency, a real estate holding company and for-profit entities including a surgicenter with over 3,000 full-time equivalent employees (annual revenues of \$530 million). Reporting to the President, Chief Executive Officer, responsibilities included all financial activities, Revenue Cycle, Human Resources, Health Information Management, Managed Care Contracting, Materials Management, Real Estate and Fundraising.
- 1998 - 1999 **OPTIMA HEALTHCARE, INC./OPTIMA HEALTH, INC., MANCHESTER, NH**
Senior Vice President, CFO (December 1998 – May 1999)
- Responsibilities: Chief Financial Officer for a Joint Operating Company that included three acute care hospitals, an employed physician group practice, a home health agency, an independent living retirement community, an assisted living community and for-profit entities including a medical laboratory and a partnership interest in a surgicenter. Optima had annual operating revenues of \$350 million and 5,000 employees. Reporting to the President, Chief Executive Officer, responsible for all financial activities, Revenue Cycle, Health Information Management, Managed Care Contracting and Real Estate. Coordinated all financial activities related to the disaffiliation of the three-hospital system.
- 1998 **UMASS MEMORIAL HEALTH CARE, INC., WORCESTER, MA**
Vice President, Finance and CFO (April, 1998 - November, 1998)
- Responsibilities: Chief Financial Officer for an Integrated Delivery System (IDS), encompassing four acute care hospitals (957 beds), group practices employing 675 physicians, risk-based contracts with 90,000 capitated lives and 7,000 full-time equivalent employees (annual net revenues approximated \$900 million). Reporting to the Executive Vice President, Chief Operating Officer of the IDS, responsible for all financial activities and Revenue Cycle. Led activities to consolidate all Finance functions.

1990 - 1998

MEMORIAL HEALTH CARE, INC., WORCESTER, MA
Senior Vice President , CFO (December, 1997 - March, 1998)
Vice President, Accounting and Finance (October 1995 - December, 1997)
Vice President, Finance (October 1993 - September 1995)
Director of Finance (December 1990 - September 1993)

Responsibilities: Chief Financial Officer for an integrated delivery system (IDS), encompassing a 394-bed teaching hospital, a 120-physician group practice, 320-physician managed care network with 75,000 capitated lives, and 2,700 full-time equivalent employees (annual net revenues of \$290 million). Reporting to the Executive Vice President/Chief Operating Officer of the IDS, responsible for all financial activities and Revenue Cycle. Assisted Executive Director, Managed Care Network in negotiating three full-risk commercial capitated contracts and two full-risk Medicare capitated contracts, including allocating capitated premiums/developing reimbursement structure for various providers (hospitals, primary care physicians and specialists). Coordinated all financial activities related to the April 1998 merger with the University of Massachusetts Medical Center (UMMC).

1983 - 1990

DELOITTE, BOSTON, MA
Senior Manager

Responsibilities: Managing health care audit engagements (primarily medium to large teaching hospitals), health care extended service engagements (feasibility studies, third-party reimbursement reviews and appeals, mergers and acquisitions, and Revenue Cycle reviews), and clients registered with the SEC (registration statements, mergers and acquisitions and leveraged buy-outs); and, making presentations to Boards and Board-level committees, senior management and outside agencies.

1979 - 1983

ERNST & YOUNG, MANCHESTER, NH
Audit Supervisor

Responsibilities: Managing health care audit engagements (primarily medium to large hospitals) and clients in manufacturing, construction, government and other industries; and making presentations to Boards and Board-level committees.

1974 - 1979

MARSHALLS, INC., WOBURN, MA
Assistant Accounting Manager

Responsibilities: Assisting in monthly, quarterly and annual closings and preparation of related financial statements and management reports; and development, installation and documentation of accounting systems (general ledger system and point-of-sales cash register system).

EDUCATION:

Southern New Hampshire University, Manchester, NH
Master's Degree in Business Administration, 1978

University of New Hampshire, Durham, NH
Bachelor of Arts Degree in Economics, 1973

PROFESSIONAL:

American Institute of Certified Public Accountants
New Hampshire Society of Certified Public Accountants
Healthcare Financial Management Association

TEACHING:

Deloitte – local and national health care finance and reimbursement classes

Elliot University (EHS) – Effective Delegation; Leading and Guiding Staff through Change
Northeastern University – health care finance seminar
University of New Hampshire (Durham) – Adjunct Faculty teaching undergraduate course in
Health Economics (Spring 2017)
University of New Hampshire (Manchester) - Adjunct Faculty teaching graduate course in
Health Economics (Fall 2017)

**COMMUNITY
ACTIVITIES:**

Board member and Treasurer - Birch Hill Terrace (continuing care retirement community)
Board member - Moore Center Services (area agency for developmental disabilities and acquired
brain disorders)
Board member - Manchester Development Corporation
Board member - Manchester Country Club

LARA K. QUIROGA, 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 NHAEYC/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 2018	July 1, 2017 - June 30, 2018	
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	\$183,040	0.00%	\$0.00
Rick Elwell, Interim CFO	\$130,000	0.00%	\$0.00
Lara Quiroga, Young Child Wellness Coordinator	\$70,765	100.00%	\$70,765.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$70,765.00

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G&C APPROVED ITEM # 37B
DATED June 29, 2016
JUN 21 11 03 AM '16



Jeffrey A. Meyers
Commissioner

Marcella J. Bobinsky
Acting Director

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
Fax: 603-271-4827 TDD Access: 1-800-735-2964



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.

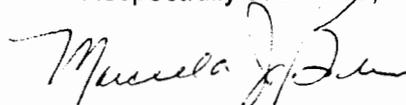
Should the Governor and Executive Council not approve this request, the Department would not be in compliance with the requirements of the federal Substance Abuse and Mental Health Services Administration (SAMSHA).

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)

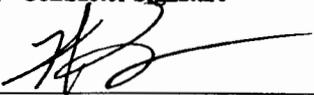
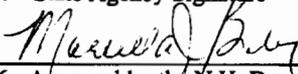
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 McClacken, 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 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Laurie Garland, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Acting Director, Marcela Babitsky	
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:  Megan A. LeDuc - 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

Contractor Initials MM
Date 6/14/16

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 ML⁵
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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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

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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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6/14/16



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.

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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.



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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Exhibit B-2, Budget

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

Biller/Program Name: Manchester Community Health Center

Budget Request for: Project Launch

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

Line Item	Amount	Percent	Amount	Percent	Amount	Percent
	Incremental		Planned		Total	Total
1. Total Salary/Wages	\$ 207,069.00		\$ 207,069.00		\$ 207,069.00	
2. Employee Benefits	\$ 37,271.00		\$ 37,271.00		\$ 37,271.00	
3. Consultants	\$ 1,000.00		\$ 1,000.00		\$ 1,000.00	
4. Equipment:						
Rental						
Repair and Maintenance						
Purchase/Depreciation						
5. Supplies:						
Educational	\$ 2,000.00		\$ 2,000.00		\$ 2,000.00	
Lab						
Pharmacy						
Medical						
Office						
6. Travel	\$ 3,060.00		\$ 3,060.00		\$ 3,060.00	
7. Occupancy	\$ 7,535.00		\$ 7,535.00		\$ 7,535.00	
8. Current Expenses						
Telephone	\$ 182.00		\$ 182.00		\$ 182.00	
Postage						
Subscriptions	\$ 170.00		\$ 170.00		\$ 170.00	
Audit and Legal						
Insurance						
Board Expenses	\$ 170.00		\$ 170.00		\$ 170.00	
9. Software						
10. Mentoring/Communications	\$ 10,651.00		\$ 10,651.00		\$ 10,651.00	
11. Staff Education and Training	\$ 871.00		\$ 871.00		\$ 871.00	
12. Subcontracts/Agreements	\$ 307,675.00		\$ 307,675.00		\$ 307,675.00	
13. Other (specific details mandatory):						
TOTAL	\$ 687,340.00		\$ 687,340.00		\$ 687,340.00	

Informed As A Percent of Direct 10.0%

Contractor Initials: *WT*
Date: 6/14/10



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;

YDC
6/11/14



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

KM
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.

KK
Date 10/19/16



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



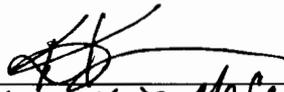
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

Exhibit E - Certification Regarding Lobbying

Contractor Initials KM

Date 6/14/16



**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 Order 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 (1)(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 JKL
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

Date 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 KM

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