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

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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

July 15, 2022

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 amend an existing contract with Amoskeag Health (VC#157274), Manchester, NH, for Reproductive and Sexual Health Services, by increasing the price limitation by $54,114 from $335,512 to $389,626 with no change to the contract completion date of December 31, 2023, effective upon Governor and Council approval. 61.55% Federal Funds. 38.45% General Funds. The original contract was approved by Governor and Council on December 22, 2021, item #41C.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, FAMILY PLANNING PROGRAM 100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500589	Grants for Pub Asst and Rel	90080206	$32,308	$0	$32,308
2023	074-500589	Grants for Pub Asst and Rel	90080017	$0	$22,070	$22,070
2023	074-500589	Grants for Pub Asst and Rel	90080206	$32,308	$38,943	$71,251
2024	074-500589	Grants for Pub Asst and Rel	90080206	$16,154	$22,710	$38,864
			Subtotal	***$80,770***	***$83,723***	***$164,493***

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES 100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500585	Grants for Pub Asst and Rel	45030203	$35,594	$0	$35,594
2023	074-500585	Grants for Pub Asst and Rel	45030203	$35,594	($9,889)	$25,705
2024	074-500585	Grants for Pub Asst and Rel	45030203	$17,797	($3,776)	$14,021
			Subtotal	**$88,985**	**($13,665)**	**$75,320**

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, FAMILY PLANNING PROGRAM 100% General Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Serv.	90080207	$66,303	$0	$66,303
2023	102-500731	Contracts for Prog Serv.	90080207	$66,303	($12,267)	$54,036
2024	102-500731	Contracts for Prog Serv.	90080207	$33,151	($3,677)	$29,474
			Subtotal	**$165,757**	**($15,944)**	**$149,813**
			Total	**$335,512**	**$54,114**	**$389,626**

EXPLANATION

The purpose of this request is provide family planning clinical services, STI and HIV counseling and testing, cancer screening and health education materials for low-income individuals in need of sexual and reproductive health care services.

Approximately 600 individuals will be served under this Agreement through December 31, 2023.

The Contractor has provided the Department a written, signed attestation asserting that they have reviewed and are in compliance with the Title X regulation (42 CFR, Part 59), and that they do not provide abortion services. As such, this provider is not a reproductive health facility as defined in RSA 132:37, I.

Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. Through these contracts, the Department is partnering with a federally qualified health center located in an urban area to ensure that access to affordable reproductive health care is available in all areas of the State. Family Planning services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Individuals with lower levels of education and income, uninsured, underinsured, individuals of color, and other minority individuals are less likely to have access to quality family planning services.

The Contractor will provide family planning and reproductive health services to individuals in need with a heightened focus on vulnerable and low-income populations including, but not limited to the Uninsured; Underinsured; individuals who are eligible and/or are receiving Medicaid services, adolescents; lesbian gay bisexual transgender, and or questioning (LGBTQ); individuals in need of confidential services; individuals at or below two hundred fifty percent (250%) federal poverty level; refugees; and individuals at risk of unintended pregnancy due to substance abuse. The effectiveness of the services delivered by the Contractor will be measured by monitoring the percentage of:

- Clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, and under 20 years of age.
- Clients served in the family planning program that were uninsured or Medicaid recipients at the time of their last visit.
- Family planning clients less than 18 years of age who received education that abstinence is a viable method of birth control.
- Family planning clients who received STI/HIV reduction education.
- Individuals under age 25 screened for Chlamydia and tested positive.
- Family planning clients of reproductive age who receive preconception counseling.
- Women ages 15 to 44 at risk of unintended pregnancy who are provided a most or moderately effective contraceptive method.

Should the Governor and Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities, which could increase the cost of health care for New Hampshire citizens.

Area served: Statewide

Source of Funds: CFDA #93.217, FAIN FPHPA006511 and CFDA #93.558, FAIN 2001NHTANF.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Reproductive and Sexual Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Amoskeag Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 22nd, 2021 (Item #41C), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, subparagraph 3.3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these 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 to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $389,626

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibit B, Scope of Services Subsection 2.10 to read:

   2.10 The Contractor shall work with the Department's Contractor for the technical assistance required to meet integration requirements between the EMR and the NH Family Planning Program data base system for FPAR 2.0, until March 31, 2023.

4. Modify Exhibit B, Scope of Services Paragraph 2.12.5 through subparagraph 2.12.5.6 to read:

   2.12.5 The Contractor shall establish an I&E Committee/ Advisory Board comprised of individuals within the targeted population or/or communities for which the materials are intended. The I&E Committee /Advisory Board, which may be the same group of individuals, must be broadly representative in terms of demographic factors including:

   2.12.5.1 Race;

   2.12.5.2 Color;

   2.12.5.3 National origin;

   2.12.5.4 Handicapped condition;

   2.12.5.5 Sex, and

   2.12.5.6 Age.

5. Modify Exhibit B, Scope of Services Paragraph 2.12.7 to read:

   Reserved

6. Modify Exhibit B, Scope of Services Subparagraph 2.12.8.2 to read:

   2.12.8.2 Health education and information materials are reviewed by the I&E Committee in accordance with Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement (Attachment 3).

7. Modify Exhibit B, Scope of Services by adding Subparagraph 2.16.2.1 to read:

   2.16.2.1 The Contractor shall have at least one (1) LARC method available, at each clinic location site, for insertion for any family planning client who requests a LARC method of contraception.

8. Modify Exhibit C, Payment Terms by replacing in its entirety with Exhibit C Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

9. Modify Exhibit C-2, Family Planning Budget by replacing in its entirety with Exhibit C-2, Family Planning Budget Amendment #1, which is attached hereto and incorporated by reference herein.

10. Modify Exhibit C-3, Family Planning Budget by replacing in its entirety with Exhibit C-3, Family Planning Budget Amendment #1, which is attached hereto and incorporated by reference herein.

11. Modify Exhibit C-5, TANF Budget by replacing in its entirety with Exhibit C-5, TANF Budget Amendment #1, which is attached hereto and incorporated by reference herein.

12. Modify Exhibit C-6, TANF Budget by replacing in its entirety with Exhibit C-6, TANF Budget Amendment #1, which is attached hereto and incorporated by reference herein.

13. Add Exhibit C-7, FPAR Budget Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and 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

7/19/2022
Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: Director

Amoskeag Health

7/15/2022
Date

DocuSigned by:
Name: Kris McCracken
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

7/20/2022
Date

DocuSigned by:
Takhmina Rakhmatova
FDF52[illegible]
Name: Takhmina Rakhmatova
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:

New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services

EXHIBIT C Amendment 1

Payment Terms

1. This Agreement is funded by:
   1.1. 61.55% Federal Funding from the Family Planning Services Grants, as awarded on March 23, 2022, by the U.S. Department of Health and Human Services, Office of Assistant Secretary of Health, NH Family Planning (Title X) Program, CFDA #93.217, FAIN FPHPA006511 and from U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (ACF, TANF) as awarded by the U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (TANF), CFDA #93.558, FAIN 2001NHTANF.
   1.2. 38.45% State General funds.
2. The Contractor shall not utilize any funds provided under this Agreement for abortion services.
3. For the purposes of this Agreement:
   3.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   3.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Payment shall be made on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the Department approved budget line items in Exhibits C-1, Budget through Exhibit C-7 FPAR Budget Amendment 1.
5. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
   5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.

5.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Should the Contractor not meet the approximate number of clients served in Year One (1) of the Contract Period, as specified in Subsection 1.2 of Exhibit B. Scope of Services, the Department may adjust the State Fiscal Year funding amount for Year Two (2) of the Contract Period through a Contract Amendment subject to Governor and Council approval.

11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

13.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if **any** of the following conditions exist:

13.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

13.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

13.5. 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.

13.6. The Contractor shall allow the Department to conduct financial audits on an annual basis, or upon request by the Department, to ensure compliance with the funding requirements of this Agreement. The Contractor shall make available documentation and staff as necessary to conduct such audits, including but not limited to policy and procedure manuals, financial records and reports, and discussions with management and finance staff.

Exhibit C-2, Family Planning Budget Amendment #1

New Hampshire Department of Health and Human Services *Complete one budget form for each budget period.* **Contractor Name:** *Amoskeag Health* **Budget Request for:** *Family Planning* **Budget Period** *G&C Approval - June 30, 2023* **Indirect Cost Rate (if applicable)** 10.00%	
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$92,257
2. Fringe Benefits	$21,404
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$237
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$113,897
Total Indirect Costs	$11,390
TOTAL	**$125,287**

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7/15/2022

Exhibit C-3, Family Planning Budget Amendment #1

New Hampshire Department of Health and Human Services *Complete one budget form for each budget period.* **Contractor Name:** *Amoskeag Health* **Budget Request for:** *Family Planning* **Budget Period** *July 1, 2023 - December 31, 2023* **Indirect Cost Rate (if applicable)** 10.00%	
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$50,182
2. Fringe Benefits	$11,642
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$301
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$62,125
Total Indirect Costs	$6,213
TOTAL	**$68,338**

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7/15/2022

Exhibit C-5, TANF Budget Amendment #1

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Amoskeag Health*

Budget Request for: *Family Planning*

Budget Period *G&C Approval - June 30, 2023*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$18,435
2. Fringe Benefits	$4,277
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$7
7. Software	$650
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$23,368
Total Indirect Costs	$2,337
TOTAL	**$25,705**

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7/15/2022

Exhibit C-6, TANF Budget Amendment #1

New Hampshire Department of Health and Human Services *Complete one budget form for each budget period.* **Contractor Name:** *Amoskeag Health* **Budget Request for:** *Family Planning* **Budget Period** *July 1, 2023 - December 31, 2023* **Indirect Cost Rate (if applicable)** 10.00%	
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$9,914
2. Fringe Benefits	$2,300
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$32
7. Software	$500
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$12,746
Total Indirect Costs	$1,275
TOTAL	**$14,021**

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7/15/2022

Exhibit C-7, FPAR Budget Amendment #1

New Hampshire Department of Health and Human Services *Complete one budget form for each budget period.*	
Contractor Name:	*Amoskeag Health*
Budget Request for:	*FPAR*
Budget Period	*G&C Approval - March 31, 2023*
Indirect Cost Rate (if applicable)	10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$7,283
2. Fringe Benefits	$1,690
3. Consultants	$9,000
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$91
7. Software	$2,000
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$20,064
Total Indirect Costs	$2,006
TOTAL	**$22,070**

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7/15/2022

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AMOSKEAG HEALTH 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**

Certificate Number: **0005780173**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of May A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, David Crespo, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of
Amoskeag Health.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 6th, 20_22, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kris McCracken (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Amoskeag Health to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 07/06/2022
Signature of Elected Officer
Name: David Crespo
Title: Secretary

DocuSign Envelope ID: 27890E6E-F480-4609-B91C-29BFD98C8E06

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2022

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

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

PRODUCER	CONTACT NAME: Jen Paquin	
Optisure Risk Partner, LLC d/b/a Aspen Insurance Agency 40 Stark Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 647-0800	FAX (A/C, No): (603) 647-0330
	E-MAIL ADDRESS: Jen.paquin@optisure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance Company	
	INSURER B : Comp-SIGMA Ltd	
	INSURER C : Hanover Professionals Direct	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
AMOSKEAG HEALTH
145 HOLLIS STREET
MANCHESTER NH 03101

COVERAGES **CERTIFICATE NUMBER:** CL222116479 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			S 2438257	11/01/2021	11/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S 2438257	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			S 2438257	11/01/2021	11/01/2022	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000588	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	FTCA Gap Excess Prof Liability FTCA Gap Professional Liab			L3VA515491 & L1V0305375	07/01/2021	07/01/2022	Each Incident Aggregate	$1,000,000 $3,000,000

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

Re: New Hampshire Dept of Health & Human Services, Bureau of Family Centered Services, Specialty Services for Children with Medical Complexity and Community Based Care Coordination for Children with Medical Complexity

CERTIFICATE HOLDER

State of New Hampshire- Dept of Health & Human Serv Dean B. Fancy,
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CONTACT INFO

Mailing Address: 145 Hollis Street, Manchester, NH 03101
Office Locations:
145 Hollis Street, Manchester, NH
1245 Elm Street, Manchester, NH
184 Tarrytown Road, Manchester, NH
88 McGregor Street, Manchester, NH

Telephone: 603-626-9500
Website: https://www.amoskeaghealth.org/

Twitter: @AmoskeagHealth

Facebook: @amoskeaghealth

LinkedIn: AmoskeagHealth

STAFF COUNT (01/31/2022)
205 Full-Time
16 Part-Time
23 Per Diem

MISSION

To improve the health and well-being of our patients and the communities we serve by providing exceptional care and services that are accessible to all.

VISION

We envision a healthy and vibrant community with strong families and tight social fabric that ensures everyone has the tools they need to thrive and succeed.

CORE VALUES

We believe in:

- Promoting wellness and empowering patients through education
- Fostering an environment of respect, integrity and caring where all people are treated equally with dignity and courtesy
- Providing exceptional, evidence-based and patient-centered care
- Removing barriers so that our patients achieve and maintain their best possible health

Where quality and compassion meet family and community

TWO-SENTENCE OVERVIEW

Amoskeag Health provides primary health care for pediatrics, adolescents, adults, and elders; nutrition counseling; prenatal and birthing care, family support programs; and behavioral and mental health services in a culturally sensitive setting. As a mission-driven non-profit, Amoskeag Health accepts most insurance and serves everyone regardless of ability to pay.

500 Character Mission

Amoskeag Health is a 501c3 nonprofit community healthcare center serving over 15,000 area residents annually. Our mission is to improve the health and well-being of our patients and the communities we serve by providing exceptional physical and mental health care and social services that are accessible to all. We envision a healthy and vibrant community with strong families and tight social fabric that ensures everyone has the tools they need to thrive and succeed. We promote wellness and empower patients through education, respect, and integrity delivered with dignity, cultural sensitivity, and courtesy, using evidence-based patient-centered model of care.

300 Character Mission

Our mission is to improve the health and well-being of our patients and the communities we serve by providing exceptional physical and mental health care and social services that are accessible to all. We envision a healthy and vibrant community with strong families and tight social fabric that ensures everyone has the tools they need to thrive and succeed.

SERVICES

Amoskeag Health (formerly Manchester Community Health Center, Child Health Services and West Side Neighborhood Health Center) is a 501c(3) registered nonprofit located in Manchester, NH. Established in 1993 as a federally qualified health center, Amoskeag Health provides family-oriented primary health care services to over 15,000 people residing in Manchester and surrounding communities. Amoskeag Health promotes wellness, provides exceptional care, and offers outstanding primary and preventive services so that patients achieve and maintain their best possible health.

Amoskeag Health delivers high-quality, comprehensive health care. Our care assists the needs of our low-income and underserved populations experiencing significant barriers to care.

As a community health center, we work across 5 physical locations, in 60+ languages, delivering integrated care for physical, mental and behavioral health, taking an active role to change the outcome for substance misuse, teen health, geriatric chronic conditions, homebound patients, and children exposed to trauma. We achieve our mission by providing quality comprehensive health care in a participatory environment designed to empower our clients, staff and volunteers and by developing partnerships with other organizations to ensure **accessibility, availability, and affordability** for all needs of our clients.

We provide services on a discount fee scale based upon the patient's income and family size in order to meet the patient's medical and social needs. Basic services offered include: primary family medicine, perinatal care, nutrition counseling, language interpretation, health education, preventative screening, medical case management, social services coordination, mental health counseling, and reproductive health referrals.

Amoskeag Health has five physical locations from which it provides primary health care for pediatrics, adolescents, adults, and elders; nutrition counseling; prenatal and birthing care, family support programs; and behavioral health services in a culturally sensitive setting delivered in 62 languages. Amoskeag Health administers NH's state-wide Title V program to children aged birth to 21 years who have special needs

with a chronic medical condition or disability. We also operate a medication-assisted treatment (MAT) program in combination with evidence-based therapy for the treatment of addiction. In collaboration with Manchester Police and Health Departments, YWCA, and Easter Seals, Amoskeag Health provides comprehensive care to children and teens, at home and in schools. In partnership with Manchester School District, Amoskeag Health Behavioral Health Clinicians provide mental health counseling, assessments, and treatment plans for students. Through a community-wide Youth Enrichment Program, Amoskeag Health brings behavioral health counseling to afterschool programs to reach middle and high school students with services for overall physical, emotional, and educational well-being. *With a team of interpreters and community partners, Amoskeag Health removes the barriers to health care by addressing the whole patient and their social determinants of health – access to food, clothing, housing, and safety at school, home and workplace.* Amoskeag Health received the 2021 Advancing HIT for Quality Award and the 2021 Health Center Quality Leader Award from the Human Resources and Services Administration, an agency of the U.S. Department of Health and Human Services. Amoskeag Health has achieved recognition as a Patient Centered Medical Home organization.

500 Character Services Description

Amoskeag Health operates five offices to provide primary health care for pediatrics, adolescents, adults, and elders; nutrition counseling; prenatal and birthing care, family support programs; and behavioral health services in a culturally sensitive setting. We administer the stat's Title V program to children aged 0 - 21 years with special needs and a chronic medical condition or disability. We also operate a medication-assisted treatment (MAT) program and evidence-based therapy for the treatment of addiction. With our interpreters and community partners, we address the whole patient and their social determinants of health.

2,000 Character Organizational Description

Amoskeag Health is a 501c(3) federally qualified community health center with five physical locations from which it provides primary health care for pediatrics, adolescents, adults, and elders; nutrition counseling; prenatal and birthing care, family support programs; and behavioral health services in a culturally sensitive setting. Working within a culturally diverse population, serving over 15,000 people annually of all ages in 60+ languages, Amoskeag Health delivers integrated care for physical, mental, and behavioral health, taking an active role to change the outcome for substance misuse, teen health, geriatric chronic conditions, homebound patients, and children exposed to trauma. Amoskeag Health administers NH's state-wide Title V program to children aged birth to 21 years who have special needs with a chronic medical condition or disability. We also operate a medication-assisted treatment (MAT) program in combination with evidence-based therapy for the treatment of addiction. In collaboration with Manchester Police and Health Departments, YWCA, and Easter Seals, Amoskeag Health provides comprehensive care to children and teens, at home and in schools. With a team of interpreters and community partners, Amoskeag Health strategically removes the barriers to health care by addressing the whole patient and their social determinants of health – access to food, clothing, housing, and safety at school, home and workplace. Amoskeag Health received the 2021 Advancing HIT for Quality Award and the 2021 Health Center Quality Leader Award from the Human Resources and Services Administration, an agency of the U.S. Department of Health and Human Services. Amoskeag Health maintains recognition as a Patient Centered Medical Home organization.

The 18-member volunteer Board of Directors is currently in the strategic planning process, delayed during 2020.

300 word Organizational Overview

Established in 1993 as a federally-qualified non-profit community health center, Amoskeag Health provides family-oriented, high-quality, comprehensive, primary health care services to over 15,000 people residing in Manchester and surrounding communities. Amoskeag Health promotes wellness, provides exceptional care, and offers outstanding primary and preventive services so that patients achieve and maintain their best possible health. Our delivery of care model assists the needs of low-income and underserved populations experiencing significant barriers to care.

Amoskeag Health works across five physical locations to deliver integrated health care for pediatrics, adolescents, adults, and elders in a culturally sensitive setting, with interpretation services in 60+ languages. We achieve our mission by providing quality comprehensive health care in a participatory environment designed to empower our clients, staff and volunteers. We build strong partnerships with other organizations to ensure accessibility, availability, and affordability to the services clients need to remove barriers to health care and to address social determinants of health – access to food, clothing, housing, and safety at school, home and workplace.

We provide services on a discount fee scale based upon the patient's income and family size in order to meet the patient's medical and social needs. Basic services offered include: primary family medicine, prenatal and birthing care, nutrition counseling, language interpretation, health education, preventative screening, medical case management, social services coordination, family support programs, mental health counseling, and reproductive health referrals. Our integrated care for physical, mental, and behavioral health takes an active role to change the outcome for substance misuse, teen health, geriatric chronic conditions, homebound patients, and children exposed to trauma. Additionally, Amoskeag Health administers NH's state-wide Title V program to children aged birth to 21 years who have special needs with a chronic medical condition or disability.

In 2021, Amoskeag Health received the National Quality Leader Award from USDHHS.

2,000 Character Historical Description

Established in 1993, Amoskeag Health is a 501c(3) federally qualified community health center with five physical locations from which it provides primary health care for pediatrics, adolescents, adults, and elders; nutrition education, substance use counseling; prenatal and birthing care, family support programs; and behavioral health services in a culturally sensitive setting. Serving over 15,000 people annually in 62 languages, Amoskeag Health delivers integrated care for physical, mental, and behavioral health, taking an active role to change the outcome for substance misuse, teen health, geriatric chronic conditions, homebound patients, and children exposed to trauma. Since 1980, Amoskeag Health's Child Development Clinic administers NH's state-wide Title V program to children aged birth to 21 years who have special needs with a chronic medical condition or disability. We also operate a medication-assisted treatment (MAT) program in combination with evidence-based therapy for the treatment of addiction. In collaboration with Manchester's police, health department, and school district, Amoskeag Health provides comprehensive care to children and teens, at home and in schools.

With a team of interpreters and community partners, Amoskeag Health strategically removes the barriers to health care by addressing the whole patient and their social determinants of health – access to food, clothing, housing, and safety at school, home and workplace. Amoskeag Health received the 2021 Advancing HIT for Quality Award and the 2021 Health Center Quality Leader Award from the Human Resources and Services Administration, an agency of the U.S. Department of Health and Human Services. Amoskeag Health maintains recognition as a Patient Centered Medical Home organization through 2021.

DEMOGRAPHICS

In 2021 during a global pandemic, Amoskeag Health provided direct services to 15,490 people, 85% of whom live in Manchester and neighboring towns and 15% live in various surrounding counties. Approximately 76.5% of Amoskeag Health patients are known to live at 200% of the Federal poverty level or below. Patient insurance status include 22% uninsured, 52% by Medicaid, 5% covered by Medicare, and 21% by private insurance, including Medicaid Expansion products.
Approximately 43.5%, over 6,700, Amoskeag Health patients do not use English as their primary language. The predominant non-English languages are Spanish, Nepali, Arabic, Portuguese, French and Kiswahili.

200 Character Demographics

In 2019, 14,686 patients (6,412 male; 8,274 female) received care; 81.5% live at 200% Federal poverty or below; 44.5% primary language is not English; 40% are under 19 yrs, 49% 19-59, and 11% 65+ yrs.
In 2019, 14,686 patients (6,412 male; 8,274 female) received care; 81.5% live at 200% of the Federal poverty level or below; 44.5% do not use English as their primary language; 40% are aged ↓ 19, 49% between 19-59, and 11% are over 60 years.

These patients' service fees are covered by: 24% uninsured; 6% Medicare; 50% Medicaid; and 20% private insurance including Medicaid Expansion products.

The predominant non-English languages are Spanish, Arabic, Nepali, French, Portuguese and Kiswahili.

Our patients come from diverse ethnicities:

Asian	1341	10 %
Native Hawaiian/Other Pacific Islander	237	2%
Black/African American	2366	16
American Indian/Alaska Native	66	.5
White Hispanic	3713	25
White Non-Hispanic	5730	39
More than one race	722	5
Unreported/Refused to report race	511	3.5

WELCOME FAMILIES NH WEBSITE

Community Health Center

Mailing Address: 145 Hollis Street, Manchester, NH 03101
Office Locations:
145 Hollis Street, Manchester, NH
1245 Elm Street, Manchester, NH
184 Tarrytown Road, Manchester, NH
88 McGregor Street, Manchester, NH
Telephone: 603-626-9500
Website: https://www.amoskeaghealth.org/

What is the basic definition of this resource? (Please summarize in 1-2 sentences or bullet points.)*

Amoskeag Health provides primary health care for pediatrics, adolescents, adults, and elders; nutrition counseling; prenatal and birthing care, family support programs; and behavioral and mental health

services in a culturally sensitive setting. As a mission-driven non-profit, Amoskeag Health accepts most insurance and serves everyone regardless of ability to pay.

Provide a description of the services this resource offers. (Please summarize in 1-2 short paragraphs)

Amoskeag Health promotes wellness, provides exceptional care, and offers outstanding primary and preventive services so that patients achieve and maintain their best possible health. Amoskeag Health delivers integrated care for physical, mental and behavioral health, taking an active role to change the outcome for substance misuse, teen health, geriatric chronic conditions, homebound patients, and children exposed to trauma. Amoskeag Health administers NH's state-wide Title V program to children aged birth to 21 years who have special needs with a chronic medical condition or disability. We also operate a medication-assisted treatment (MAT) program in combination with evidence-based therapy for the treatment of addiction.

Amoskeag Health removes the barriers to health care by addressing the whole patient and their social determinants of health – access to food, clothing, housing, and safety at school, home and workplace. Amoskeag Health received the 2019 Health Center Quality Leader Award from the U.S. Human Resources and Services Administration. Amoskeag Health maintains recognition as a Patient Centered Medical Home organization.

Provide all pertinent logistical details that a potential user would need to know about this resource (e.g. 24/7 support available, event calendars, office hours, schedules).*

Accepting new patients by calling 603-626-9500. In-person appointments are available Monday - Friday 8:00 AM - 5:00 PM; Virtual appointments are available Monday - Saturday with some evening appointments.

IN-KIND SUPPORT

Amoskeag Health receives generous in-kind support from the community. Non-perishable food, diapers and wipes, and gently-used baby clothes are the most frequently donated items to our emergency pantry shelves. At the onset of the global pandemic, the outpouring of donated hand-sewn face masks in adult and pediatric sizes allowed us to remain open and provide added safety measures for staff and patients. Donors of in-kind gifts are not provided with a valuation of their gift, per IRS regulations. Internally, if we had to purchase these in-kind items, we estimate that it would have cost us $28,951 last fiscal year.

BerryDunn

AMOSKEAG HEALTH

FINANCIAL STATEMENTS

June 30, 2021 and 2020

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Amoskeag Health

We have audited the accompanying financial statements of Amoskeag Health, which comprise the balance sheets as of June 30, 2021 and 2020, and the related statements of operations, functional expenses, changes in net assets and cash flows for the years 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 audits. We conducted our audits 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 Amoskeag Health as of June 30, 2021 and 2020, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, during the year ended June 30, 2021, Amoskeag Health adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
November 2, 2021

AMOSKEAG HEALTH

Balance Sheets

June 30, 2021 and 2020

ASSETS

	2021	2020
Current assets		
Cash and cash equivalents	$ 4,731,957	$ 3,848,925
Patient accounts receivable	1,806,238	1,650,543
Grants and other receivables	880,300	985,801
Other current assets	300,180	114,920
Total current assets	7,718,675	6,600,189
Property and equipment, net	4,152,995	4,249,451
Total assets	$11,871,670	$10,849,640

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	$ -	$ 450,000
Accounts payable and accrued expenses	754,413	526,311
Accrued payroll and related expenses	1,723,122	1,473,665
Paycheck Protection Program refundable advance	-	1,467,800
Current maturities of long-term debt	52,072	42,505
Total current liabilities	2,529,607	3,960,281
Long-term debt, less current maturities	1,503,059	1,556,661
Total liabilities	4,032,666	5,516,942
Net assets		
Without donor restrictions	7,054,282	4,711,819
With donor restrictions	784,722	620,879
Total net assets	7,839,004	5,332,698
Total liabilities and net assets	$11,871,670	$10,849,640

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

AMOSKEAG HEALTH

Statements of Operations

Years Ended June 30, 2021 and 2020

	2021	2020
Operating revenue		
Net patient service revenue	$11,123,864	$10,792,094
Grants, contracts and support	9,926,932	8,334,383
Paycheck Protection Program loan forgiveness	1,467,800	-
Other operating revenue	110,480	264,523
Net assets released from restriction for operations	1,026,327	1,014,296
Total operating revenue	23,655,403	20,405,296
Operating expenses		
Salaries and wages	13,238,880	12,918,995
Employee benefits	2,551,855	2,423,466
Program supplies	536,720	519,960
Contracted services	2,724,436	2,211,397
Occupancy	829,588	725,333
Other	868,512	789,982
Depreciation and amortization	500,368	426,791
Interest	62,581	86,838
Total operating expenses	21,312,940	20,102,762
Excess of revenue over expenses and increase in net assets without donor restrictions	$ 2,342,463	$ 302,534

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

AMOSKEAG HEALTH

Statements of Functional Expenses

Years Ended June 30, 2021 and 2020

	2021											
	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	$ 1,443,105	$ 572,404	$ 2,179,922	$ 69,028	$ 5,916,509	$ 832,105	$ 275,664	$11,288,737	$ 132,793	$ 165,591	$ 1,651,759	$13,238,880
Employee benefits	279,237	115,773	463,013	17,219	1,018,387	149,979	57,331	2,100,939	23,902	31,089	395,925	2,551,855
Program supplies	1,030	2,259	46,502	181,901	253,478	10,685	28,469	524,324	110	6,004	6,282	536,720
Contracted services	206,814	280,152	122,384	311,761	762,194	347,396	351,447	2,382,148	-	16,018	326,270	2,724,436
Occupancy	105,110	14,372	92,022	3,700	587,893	100,856	-	903,953	(530,075)	14,926	440,784	829,588
Other	78,320	8,310	68,944	-	160,715	18,080	20,064	354,433	72,395	39,600	402,084	868,512
Depreciation and amortization	566	-	14,276	-	95,931	569	1,573	112,915	242,975	504	143,974	500,368
Interest	-	-	-	-	-	-	-	-	58,146	-	4,435	62,581
Total	$ 2,114,182	$ 993,270	$ 2,987,063	$ 583,609	$ 8,795,107	$ 1,459,670	$ 734,548	$17,667,449	$ 246	$ 273,732	$ 3,371,513	$21,312,940

	2020											
	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	$ 1,718,516	$ 526,822	$ 1,927,974	$ 79,500	$ 5,631,705	$ 842,162	$ 236,825	$10,963,504	$ 125,802	$ 158,008	$ 1,671,681	$12,918,995
Employee benefits	323,122	98,862	360,012	14,705	984,467	154,645	42,814	1,978,627	23,506	28,852	392,481	2,423,466
Program supplies	1,308	2,966	58,720	197,339	231,140	7,369	8,622	507,464	1,419	-	11,077	519,960
Contracted services	152,425	265,070	197,932	338,328	474,948	361,030	166,451	1,956,184	14,136	14,036	227,041	2,211,397
Occupancy	114,192	15,814	99,973	4,020	635,524	109,571	-	979,094	(524,235)	16,216	254,258	725,333
Other	69,816	5,692	87,212	435	101,999	20,137	42,731	328,022	55,165	22,673	384,122	789,982
Depreciation and amortization	205	-	11,358	-	50,809	569	1,224	64,165	241,318	462	120,846	426,791
Interest	-	-	-	-	-	-	-	-	62,889	-	23,949	86,838
Total	$ 2,379,584	$ 915,226	$ 2,743,181	$ 634,327	$ 8,110,592	$ 1,495,483	$ 498,667	$16,777,060	$ -	$ 240,247	$ 3,085,455	$20,102,762

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

AMOSKEAG HEALTH

Statements of Changes in Net Assets

Years Ended June 30, 2021 and 2020

	2021	2020
Net assets without donor restrictions		
Excess of revenue over expenses and increase in net assets without donor restrictions	$ 2,342,463	$ 302,534
Net assets with donor restrictions		
Contributions	1,190,170	1,028,655
Net assets released from restriction for operations	(1,026,327)	(1,014,296)
Increase in net assets with donor restrictions	163,843	14,359
Change in net assets	2,506,306	316,893
Net assets, beginning of year	5,332,698	5,015,805
Net assets, end of year	$ 7,839,004	$ 5,332,698

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

AMOSKEAG HEALTH

Statements of Cash Flows

Years Ended June 30, 2021 and 2020

	2021	2020
Cash flows from operating activities		
Change in net assets	$ 2,506,306	$ 316,893
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	500,368	426,791
Equity in loss from limited liability company	-	6,877
(Increase) decrease in the following assets		
Patient accounts receivable	(155,695)	240,140
Grants and other receivables	105,501	77,662
Other current assets	(185,260)	40,441
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	228,102	(50,312)
Accrued payroll and related expenses	249,457	262,775
Paycheck Protection Program refundable advance	(1,467,800)	1,467,800
Net cash provided by operating activities	1,780,979	2,789,067
Cash flows from investing activities		
Distribution from limited liability company	-	12,223
Capital expenditures	(399,526)	(274,832)
Net cash used by investing activities	(399,526)	(262,609)
Cash flows from financing activities		
Payments on line of credit	(450,000)	-
Payments on long-term debt	(48,421)	(46,368)
Net cash used by financing activities	(498,421)	(46,368)
Net increase in cash and cash equivalents	883,032	2,480,090
Cash and cash equivalents, beginning of year	3,848,925	1,368,835
Cash and cash equivalents, end of year	$ 4,731,957	$ 3,848,925
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 62,581	$ 86,838

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

Organization

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

1. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the financial statements according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP 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.

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.

COVID-19

In March 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The Organization implemented an emergency response to ensure the safety of its patients, staff and the community. In adhering to guidelines issued by the Center for Disease Control and Prevention, the Organization took steps to create safe distances between both staff and patients. Medical and behavioral health patient visits were done through telehealth when appropriate.

The Organization received a loan in the amount of $1,467,800 in April 2020 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Paycheck Protection Program and Health Care Enhancement (PPPHCE) Act. The PPP is subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, rent and utilities, incurred by the Organization during a specific covered period. The Organization is following the conditional contribution model to account for the PPP and determined the conditions for forgiveness were substantially met during the year ended June 30, 2021. The Organization was notified in May 2021 the PPP was fully forgiven by the SBA.

The Organization received a loan in the amount of $250,000 in July 2020 from the COVID-19 Emergency Healthcare System Relief Fund (Relief Loan), a program implemented by the State of New Hampshire, Department of Health and Human Services. The Relief Loan is unsecured, is interest free, and has a maturity date of 180 days after the expiration of the State of Emergency declared by the Governor, at which time the loan is due in full. The Relief Loan has the potential to be converted to a grant at the discretion of the Governor if certain criteria are met. The Organization submitted an application to convert the Relief Loan to a grant during 2021, which was approved and recognized as revenue.

The CARES Act and the PPPHCE Act established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services (HHS). During 2020, the Organization received PRF in the amount of $214,172. The Organization incurred qualifying revenue losses and recognized the PRF in full during the year ended June 30, 2020.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits, money market funds and petty cash.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

Revenue Recognition and Patient Accounts Receivable

The Organization has adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance, which supersedes accounting standards that previously existed under U.S. GAAP and provides a single revenue model to address revenue recognition to be applied by all companies. Under the new standard, organizations recognize revenue when a customer obtains control of promised goods or services in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods and services. Topic 606 also requires organizations to disclose additional information, including the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Organization elected to adopt this ASU retrospectively with the cumulative effect recognized at the date of initial application; therefore, the financial statements and related notes have been presented accordingly.

The adoption of Topic 606 changed how implicit price concessions are presented in the financial statements. Under the previous standards, the estimate for amounts not expected to be collected based upon historical experience was reflected as a provision for doubtful accounts, and presented separately as an offset to net patient service revenue. Under the new standards, the estimate for amounts not expected to be collected based on historical experience will continue to be recognized as a reduction to net revenue, but not reflected separately as provision for doubtful accounts.

The impact of the adoption on the statement of operations for the year ended June 30, 2020 was as follows:

	As Originally Reported	Adjustments due to Topic 606 Adoption	Revised Balance
Patient service revenue	$ 11,473,557	$ (681,463)	$ 10,792,094
Provision for bad debts	(681,463)	681,463	-
Net patient service revenue	$ 10,792,094	$ -	$ 10,792,094

Patient service revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payors (including commercial insurers and governmental programs).

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligation for medical, behavioral health and ancillary services from the commencement of a face-to-face encounter with a patient to the completion of the encounter. Ancillary services provided the same day as the face-to-face encounter are considered to be part of the performance obligation and are not deemed to be separate performance obligations. The Organization measures the performance obligation for contract pharmacy services based on when the prescription is dispensed to the patient. The Organization's performance obligations are satisfied at a point in time.

The Organization determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Organization's sliding fee discount program, and implicit price concessions provided to uninsured patients. The Organization determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Organization determines its estimate of implicit price concessions based on its historical collection experience.

Consistent with the Organization's mission and FQHC designation, care is provided to patients regardless of their ability to pay. Therefore, the Organization has determined it has provided implicit price concessions to uninsured patients and patients with other uninsured balances (for example, copays and deductibles). The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and amounts the Organization expects to collect based on its collection history with those patients.

The Organization has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the payor. In assessing collectability, the Organization has elected the portfolio approach. The portfolio approach is being used as the Organization has a large volume of similar contracts with similar classes of customers (patients). The Organization reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all the contracts (which are at the patient level) by the particular payor or group of payors will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level. payor concentrations are disclosed in Note 7.

The Organization bills the patients and third-party payors several days after the services are performed. A summary of payment arrangements follows:

Medicare

The Organization is primarily reimbursed for medical and ancillary services based on the lesser of actual charges or prospectively set rates for all FQHC services furnished to a Medicare beneficiary on the same day when an FQHC furnishes a face-to-face FQHC visit. Certain other non-FQHC services are reimbursed based on fee-for-service rate schedules.

Medicaid and Other Payors

The Organization has also entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. Under these arrangements, the Organization is reimbursed for services based on contractually obligated payment rates, which may be less than the Organization's public fee schedule.

Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount 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. 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 sliding fee discount policy amounted to $2,662,554 and $2,432,740 for the years ended June 30, 2021 and 2020, respectively. The Organization is able to provide these services with a component of funds received through local community support and federal grants.

For uninsured patients who do not qualify under the Organization's sliding fee discount program, the Organization bills the patient based on the Organization's standard rates for services provided. Patient balances are typically due within 30 days of billing; however, the Organization does, in certain instances, enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

340B Contract Pharmacy Program Revenue

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other covered entities at a reduced price. The Organization contracts with other local pharmacies under this program. The contract pharmacies dispense drugs to eligible patients of the Organization and bill commercial insurances on behalf of the Organization. Reimbursement received by the contract pharmacies is remitted to the Organization, less dispensing and administrative fees. The dispensing and administrative fees are costs of the program and not deemed to be implicit price concessions which would reduce the transaction price.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. Management believes that the Organization 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, Medicaid, and 340B 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.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances and consisted of the following at June 30:

	2021	2020
Medical and dental patient accounts receivable	$ 1,710,630	$ 1,532,554
Contract 340B pharmacy program receivables	95,608	117,989
Total patient accounts receivable	$ 1,806,238	$ 1,650,543

Accounts receivable at July 1, 2019 were $1,890,683.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The accounts receivable from patients and third-party payors, net of contractual allowances, were as follows:

	2021	2020
Governmental plans		
Medicare	15 %	20 %
Medicaid	44 %	32 %
Commercial payors	19 %	31 %
Patient	22 %	17 %
Total	100 %	100 %

Grants and Other Receivables

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amount are considered collectible.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants of $6,625,746 and $5,557,242 that have not been recognized at June 30, 2021 and 2020, respectively, because qualifying expenditures have not yet been incurred. The Organization also has been awarded $3,372,763 in cost-reimbursable grants with a project period beginning July 1, 2019.

The Organization receives a significant amount of grants from HHS. As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2021 and 2020, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 68% and 58%, respectively, of grants, contracts and support revenue.

Property and Equipment

Property and equipment are carried at cost. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Organization's capitalization policy is applicable for acquisitions greater than $1,000.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations as net assets released from restriction.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and office and occupancy costs, which are allocated on a square-footage basis, as well as the shared systems technology fees for the Organization's medical records and billing system, which are allocated based on the percentage of patients served by each function.

Reclassifications

Donor restricted contributions of $308,131 recorded as deferred revenue at June 30, 2020 were reclassified to contributions with donor restrictions for the year ended June 30, 2020 as it was determined there was no requirement to return the contributions. The reclassification resulted in an increase in the change in net asset of $308,131 for the year ended June 30, 2020.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 2, 2021, 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.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a $1,000,000 line of credit (Note 4).

The Organization had working capital of $5,189,068 and $2,639,908 at June 30, 2021 and 2020, respectively. The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash on hand for operations of 30 days. The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 83 and 71 at June 30, 2021 and 2020, respectively.

Financial assets available for general expenditure within one year were as follows:

	2021	2020
Cash and cash equivalents	$ 4,731,957	$ 3,848,925
Patient accounts receivable	1,806,238	1,650,543
Grants and other receivables	880,300	985,801
Financial assets available	7,418,495	6,485,269
Less net assets with donor restrictions	784,722	620,879
Financial assets available for general expenditure	$ 6,633,773	$ 5,864,390

3. Property and Equipment

Property and equipment consist of the following as of June 30:

	2021	2020
Land	$ 81,000	$ 81,000
Building and leasehold improvements	5,330,228	5,165,754
Furniture and equipment	2,590,248	2,355,196
Total cost	8,001,476	7,601,950
Less accumulated depreciation	3,848,481	3,352,499
Property and equipment, net	$ 4,152,995	$ 4,249,451

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

4. Line of Credit

The Organization has a $1,000,000 line of credit demand note with a local banking institution with interest at the LIBOR rate plus 2.75% (3.98% at June 30, 2021). The line of credit is collateralized by all assets. There was an outstanding balance on the line of credit of $450,000 at June 30, 2020. There was no balance outstanding at June 30, 2021.

The Organization has a 30-day paydown requirement on the line of credit, which was met for the year ended June 30, 2021.

5. Long-Term Debt

Long-term debt consists of the following as of June 30:

	2021	2020
Note payable, with a local bank (see terms below)	**$ 1,555,131**	$ 1,598,648
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), paid in full in July 2020	-	518
Total long-term debt	**1,555,131**	1,599,166
Less current maturities	**52,072**	42,505
Long-term debt, less current maturities	**$ 1,503,059**	$ 1,556,661

The Organization has a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, for $1,670,000 with NHHEFA participating in the lending for $450,000 of the note payable. Monthly payments of $8,011, including interest fixed at 3.05%, are based on a 25 year amortization schedule and are to be paid through April 2026, at which time a balloon payment will be due for the remaining balance.

Scheduled principal repayments of long-term debt for the next five years follows as of June 30:

2022	$ 52,072
2023	49,455
2024	50,882
2025	52,602
2026	1,350,120
Total	$ 1,555,131

The Organization is required to meet an annual minimum working capital and debt service coverage debt covenants 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 was in compliance with all loan covenants at June 30, 2021.

6. Net Assets

Net assets were as follows as of June 30:

	2021	2020
Net assets without donor restrictions		
Undesignated	$ 6,552,445	$ 4,209,982
Designated for working capital	501,837	501,837
Total	$ 7,054,282	$ 4,711,819
Net assets with donor restrictions for specific purpose		
Temporary in nature		
Healthcare and related program services	$ 518,180	$ 389,092
Child health services	165,184	130,429
Total	683,364	519,521
Permanent in nature		
Available to borrow for working capital as needed	101,358	101,358
Total	$ 784,722	$ 620,879

7. Patient Service Revenue

Patient service revenue follows for the years ended June 30:

	2021	2020
Gross charges	$19,234,585	$18,001,613
Less: Contractual adjustments and implicit price concessions	(7,233,156)	(6,697,617)
Sliding fee discount policy adjustments	(2,266,275)	(2,020,443)
Total net direct patient service revenue	9,735,154	9,283,553
Contract 340B program revenue	1,388,710	1,508,541
Total patient service revenue	$11,123,864	$10,792,094

Revenue from Medicaid accounted for approximately 57% and 53% of the Organization's gross patient service revenue for the years ended June 30, 2021 and 2020, respectively. No other individual payor represented more than 10% of the Organization's gross patient service revenue.

8. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed $304,497 and $285,796 for the years ended June 30, 2021 and 2020, respectively.

9. 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 June 30, 2021, 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.

10. Lease Commitments

The Organization leases office space under noncancelable operating leases. Future minimum lease payments under these lease agreements are as follows:

2022	$ 174,782
2023	141,850
2024	124,676
2025	63,929
Total	$ 505,237

Rent expense amounted to $274,689 and $226,805 for the years ended June 30, 2021 and 2020, respectively.

AMOSKEAG HEALTH

145 Hollis Street
Manchester, NH 03101
603-626-9500
www.amoskeaghealth.org

AMOSKEAG HEALTH BOARD OF DIRECTORS

(as of 04/05/2022)

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*Christian Scott	Board Vice-Chair
Jill Bille	Director
Rusty Mosca	Director

Jessica Duchano-Ader, MSN, RN

Education

Western Governors University Master of Science Nursing: Leadership and Management 2019

Western Governors University Bachelor of Science, Nursing 2018

St. Joseph School of Nursing LPN-ASN program April 2017- Valedictorian

Granite State College Bachelor of Science, Health Care Management 2016 Graduated Summa Cum Laude

New Hampshire Technical Institute Associates of Health Science 2013

Work Experience

RN

Southern NH Medical Center Nashua, NH April 2018-Present

- LDRP Nurse

Management of the Ante, Intra and post partum patient. Care. Eat Sleep Console NAS mangment Champion for Maternal Child Health Division.

Parkland Medical Center Derry, NH July 2017-December 2018

- Pediatric Nurse, Women's and Children's / Surgical Specialty Unit

Acute Care hospital unit specializing in the care of Pediatrics, obstetrical, post-operative breast, gynecological, and orthopedic surgical specialty patients across the life span.

LPN

Health Care Resource Center Hudson, NH 2014- 2017,

- Nurse

Methadone maintenance outpatient treatment program focused on treatment of those with substance use disorder and opioid dependence. Duties include: Education of patients on disease process and medication action, harm reduction, admission and intake assessments. Responsible for training new nurses. Also functioned as the pregnancy coordinator, ensuring that all pregnant patients are being followed closely to help maintain their sobriety. Back up to nursing supervisor as needed.

Hackett Hill Skilled Nursing Facility Manchester, NH 2010-2013, Floor Nurse

- Long Term Care and Skilled Nursing-Floor Nurse

Participate in all aspects of the rehabilitative nursing process on a 35-bed skilled rehabilitation unit, including medication and IV administration, focused and in-depth patient assessments, wound and surgical incision care using aseptic technique, focused pain management, wound vac therapy, and IV therapy. Responsible for accurate and concise documentation of care, including patient assessments, plan of care updates, IV sites, surgical sites, education, and utilizing the whole client model of care. Provide in-depth patient teaching and education pertaining to heart disease prevention, diabetes management, insulin therapy, surgical wound care, safety guidelines, and nutrition. Responsible for overseeing staff members as assigned.

Bedford Hills Skilled Nursing Facility, Manchester NH 2006-2010

- Long Term Care and Skilled Nursing-Floor Nurse

Participate in all aspects of the rehabilitative nursing process on a 38-bed skilled rehabilitation unit, including medication and IV administration, focused and in-depth patient assessments, wound and surgical incision care using aseptic technique, focused pain management, wound vac therapy, and IV therapy. Responsible for accurate and concise documentation of care, including patient assessments, plan of care updates, IV sites, surgical sites, education, and utilizing the whole client model of care. Provide in-depth patient teaching and education pertaining to heart disease prevention, diabetes management, insulin therapy, surgical wound care, safety guidelines, and nutrition. Responsible for overseeing staff members as assigned.

MAS Medical Staffing Manchester, NH 2005-2010

- Long Term Care and Skilled Nursing-Floor Nurse

Participate in all aspects of the nursing process on skilled rehabilitation units and Long-Term Care. Including medication and IV administration, focused and in-depth patient assessments, wound and surgical incision care using aseptic technique, focused pain management, wound vac therapy, and IV therapy. Responsible for accurate and concise documentation of care, including patient assessments, plan of care updates, IV sites, surgical sites, education, and utilizing the whole client model of care. Provide in-depth patient teaching and education pertaining to heart disease prevention, diabetes management, insulin therapy, surgical wound care, safety guidelines, and nutrition. Responsible for overseeing staff members as assigned. Per diem assignments to fill facility staffing needs,

Epsom Health Care Center Epsom, NH 2005-2006

- Long Term Care and Skilled Nursing-Floor Nurse

Participate in all aspects of the nursing process on skilled rehabilitation units and Long-Term Care. Including medication, focused and in-depth patient assessments, wound and surgical incision care using aseptic technique, focused pain management, wound vac therapy Responsible for accurate and concise documentation of care, including patient assessments, plan of care updates, surgical sites, education, and utilizing the whole client model of care. Provide in-depth patient teaching and education pertaining to heart disease prevention, diabetes management, insulin therapy, surgical wound care, safety guidelines, and nutrition. Responsible for overseeing staff members as assigned.

LNA

Concord Hospital Concord NH 2003-2005

- Family Place Labor & Delivery

  LNA on a busy LDRP floor. Assisting RN as assigned with nursing care of Ante, Intra and Post -partum women and neonates.

Licenses and Certifications

Massachusetts Registered Nurse

New Hampshire Registered Nurse

New Hampshire Licensed Practical Nurse 2005-2018

New Hampshire IV Certification 2009

American Heart Association Basic Life Support for Health Care Providers 2001

Community Based Narcan Administration Trained

Pediatric Advanced Life Support

Neonatal Resuscitation Program

Crisis Prevention Intervention

Management of Aggressive Behaviors

Professional Membership

American Nurses Association

New Hampshire Nurses Association

Kristin Fossum

OBJECTIVE: To provide quality social services and educational tools to empower children and families

EDUCATION:

New Hampshire Community Technical College
15 Early Childhood Education Credits

University of New Hampshire, Durham, NH
Bachelor of Science: Child and Family Studies- May 2001

University of New Hampshire, Durham, NH
Bachelor of Science: Nursing- May 1999

- Clinical Experience in mental health, community health, med/surg, labor and delivery and oncology nursing
- Obtained registered nurse license in August 1999

worked as nurse? medical setting? children vs parents

WORK EXPERIENCE:

KinderCare Learning Center, Merrimack, NH
Pre-Kindergarten Teacher March 2005-Present

- Responsible for implementing and supplementing curriculum to encourage and challenge multi-age children
- Responsible for daily classroom management and parent communication
- Oversee the Kelsey's Learning Adventures and ABC Music and Me programs as the program leader

VNA Child Care Center, Manchester, NH
Lead Kindergarten Teacher January 2001-December 2005
Associate Kindergarten Teacher September 2001-December 2001

- Educated children of varying cognitive levels and physical abilities by planning and implementing curriculum.
- Positively motivated children with varying behavioral and emotional challenges to become enthusiastic members of the classroom environment.
- Encouraged creativity and arts exploration through various classroom activities.
- Served as classroom representative for IEP and various testing result meetings.

- Increased awareness of health and social support networks by referring families in need to nurse/family resource coordinator.

Families First of The Greater Seacoast, Portsmouth, NH
Family and Child Studies Student Intern September 2000- May 2001

- Enhanced parental knowledge of child growth and development by aiding in the organization of a Babytime parenting group.
- Responsible for the child care for the Single Parents Support Group.
- Provided post partum support and infant development education through home-visiting for three months to one area mother.
- Shadowed prenatal post partum home visitor for entire course of study.

Kristin Migliori, R.N.

EDUCATION

Boston College, Chestnut Hill, MA — expected May 2013
MSN, Pediatric Nurse Practitioner, Master's Entry Program — *GPA: 3.90*
Sigma Theta Tau (2013), Dean's Award (2011-2013)

Colgate University, Hamilton, NY — May 2011
Bachelor of Arts, High Honors in Cellular Neuroscience — *GPA: 3.85, Summa Cum Laude*
Phi Beta Kappa (2011), Psi Chi (2010), Phi Eta Sigma (2008), Dean's Academic Excellence (2007-2011)

LICENSURE AND CERTIFICATIONS

- Registered Nurse, Massachusetts (RN2280802) and New Hampshire (067122-21)
- American Red Cross, CPR/AED for the Professional Rescuer and Healthcare Provider

PEDIATRIC NURSE PRACTITIONER STUDENT CLINICAL ROTATIONS

General Pediatrics, Tufts Floating Hospital for Children — Sept. '12- May '13
- Performed routine well child visits for newborns through adolescents. Diagnosed and treated patients with a variety of acute illnesses. Managed patients with chronic health care conditions in collaboration with social workers, nutritionists, and specialists.
- Initiated a quality care improvement project on guidelines for lipid assessment in pediatrics. Implementing an education program about lipid screening for health care providers.

Joslin Diabetes Center, Pediatric and Adolescent Unit — Sept. '12- Dec. '12
- Assessed and adjusted individualized diabetes management of children with type 1 and type 2 diabetes, with a focus on the patient's developmental stage and opportunities for behavior change to maximize compliance with the regimen.

Child Health Services, Manchester NH — Dec. '12- May '13
- Performed routine well child and acute visits for newborns through adolescents in a nurse practitioner role. Conducted in-depth assessments of social, family, and medical history for all patients and collaborated with nutritionists and social workers to provide holistic care.

Elliot Pediatric Health Associates, Manchester NH — Jan. '12-May '13
- Performed routine well child and acute visits in a nurse practitioner role.
- Gained experience in specialty clinics at New Hampshire's Hospital for Children: nephrology, neurology, gastroenterology, pulmonary, developmental/behavioral health, and integrative medicine.

Pediatric Dermatology, MassGeneral Hospital for Children — Jan '12- May '13
- Collaborated with the medical team to provide consults and treatment plans for a variety of dermatological conditions, including: acne, atopic dermatitis, molluscum, and warts.

RELEVANT EXPERIENCE

- Nursing Student Experience in Pediatrics, *Boston Children's Hospital* (Spring & Summer '12)
- Autism Para-Professional, *Hooksett School District/ Camp Allen* (Summer '10 & '11)
- Research Assistant, *NH-Dartmouth Family Residency Program* (Summer '09): A Multi-Faceted Educational Intervention to Improve Appropriate Inter-Pregnancy Intervals: A Pre-Post Study
- Breakthrough Manchester, teacher, *Manchester, NH* (Summer '06-'08)

Brittanv Yasin

REGISTERED
NURSE

- Offering 7 years experience as a Registered Nurse in the states of Massachusetts and New Hampshire providing optimal care along side providers to our patients during labor, delivery, postpartum, and surgical procedures. Administering medications as prescribed by the provider. Fulfilling the role of charge nurse on the obstetric unit, monitoring maternal and fetal well being and providing the patients with optimal patient care.
- Offering 4.5 years experience as a Protective Service Worker, investigating abuse and neglect allegations of older adults in the community and collaborating with other professionals to design safety plans for clients to remain living in the community. Providing support to the client with court cases and follow through with safety plans.
- Offering 2 years experience as a Senior Counselor at a Residential Treatment Facility, ensuring the safety of line staff and juvenile sexual offenders who reside at the treatment facility. Responding to and deescalating crisis situations and administering medications. Rape Aggression Defense (RAD) trainer for female staff who wish to be trained in RAD self defense program.
- Offering 7 months experience as a Home Care Worker, providing care for clients with various medical diagnoses, many requiring around the clock care, providing overnight supervision and care, providing assistance with medication reminders, personal care, transfers, toileting, house work, and meal preparation.

EDUCATION

MGH Institute of Health Professions; Boston, MA (BSN)
Bachelors of Science in Nursing –2014 GPA: 3.89

University of Massachusetts; Amherst, MA
(BA) Bachelor of Arts in Psychology – 2006

LICENSE / CERTIFICATIONS

Registered Nurse License # RN2293596 (Expires 2/2018)
CPR Certification (Expires 11/2017)
NRP Certification (Expires 9/2017)

PROFESSIONAL EXPERIENCE

Exeter Hospital Family Center. August 2019- Present

Registered Nurse: Labor and Delivery

- Monitor maternal and fetal well being during labor, delivery, and postpartum
- Coordinate care with the provider for antenatal, laboring, and postpartum patients, and neonates
- Assist the provider during delivery, examination, treatment, and surgical procedures
- Provide patient education during labor, postpartum, and newborn care
- Administer prescribed medications both orally and intravenously as ordered by the obstetrician
- Perform basic phlebotomy skills placing intravenous lines and drawing blood

- CPR and NRP certified

NORTHSHORE MEDICAL CENTER BIRTHPLACE, SALEM, MA September 2014- Present
Registered Nurse: Labor and Delivery

- Monitor maternal and fetal well being during labor, delivery, and postpartum
- Coordinate care with the provider for antenatal, laboring, and postpartum patients, and neonates
- Assist the provider during delivery, examination, treatment, and surgical procedures
- Provide patient education during labor, postpartum, and newborn care
- Acted as preceptor for new staff and student nurses
- Fulfilled the roll of charge nurse
- Administer prescribed medications both orally and intravenously as ordered by the obstetrician
- Perform basic phlebotomy skills placing intravenous lines and drawing blood

VISITING ANGELS HOME CARE INC., DANVERS, MA November 2013-May 2014
Home Care Worker

- Provide care for clients with various medical diagnoses, many requiring around the clock care
- Provide overnight supervision and care
- Provide assistance with medication reminders, personal care, transfers, toileting, house work, and meal preparation

ELDER SERVICES OF THE MERRIMACK VALLEY; LAWRENCE, MA August 2008-December 2012
Protective Services Worker

- Investigate various allegations of abuse and neglect of older adults residing in the community
- Design and help implement safety plans to help clients remain living safely in the community
- Interface with doctors and nurses in various settings to devise safe discharge plans for clients
- Consult with Psychiatrists when clients capacity is in question to see if Neurological testing is needed
- Collaborate with doctors in private practices to ensure that everyone involved is working together to ensure the clients safety and to allow them to remain as independent as possible in the community

STETSON SCHOOL INC., BARRE, MA September 2005-August2008
Senior Counselor

- Assist in supervisory duties to ensure the safety of juvenile sexual offenders, ages 9 to 22 and the line staff in a residential treatment facility
- Responsible to respond to and deescalate student crisis situations on a nightly basis
- Administer medication to students on a daily basis
- Provide students with a wide range of support, instruction, and rehabilitation in a residential setting
- Rape Aggression Defense (RAD) trainer for female staff who wish to be trained in RAD self defense program

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ACHIEVEMENTS AND QULAIFICATIONS

- CPR and NRP certified
- Charge Nurse Trained in previous nurse position
- Trained and knowledgeable in HIPPA and OSHA
- Current member of the Nursing Honors Society: Sigma Theta Tau International
- Student Leader: Tutor 2013-2014
- Knowledge and training in the use of Therapeutic Crisis Intervention

- Experience in teaching self defense classes to women through the R.A.D. program
- Clinically trained in Suicide Prevention by the Gatekeeper Training Program
- Trained in many issues with older adults such as end of life care decisions and various types of dementia
- Team Player Award 2011 and 2012, Elder Services of Merrimack Valley

JENNY BRANSON

REGISTERED NURSE

LICENSES, CERTIFICATIONS, TRAININGS

- WHNP-BC, NH (APPLICATION IN PROCESS)
- NCC CERTIFICATION, 104107064 (EXP 12/15/2024)
- RN, NH 083652-21 (EXP 03/04/22)
- SANE AND DVNE (01/18/2020)
- NEXPLANON (10/27/2021)
- BLS (EXP 06/2023)
- AWHONN FETAL HEART MONITORING (06/2021)

EDUCATION

Frontier Nursing University

Graduated September 2021

MSN, Women's Health Nurse Practitioner

Summa Cum Laude

OU Health Sciences Center

Graduated May 2008

Bachelor of Science in Nursing

Graduated with Distinction

Central Carolina Technical College

Graduated August 2003

Associate Degree in Nursing

Departmental Achievement Award

PROFESSIONAL EXPERIENCE

Women's Health Nurse Practitioner Clinical Experience

March – September 2021, 678 hours, 700 visits

Family Medical and Maternity Care (Leominster, MA)

425 hours, 483 visits

Primary care, wellness visits (annual and GYN), gynecologic care, low risk obstetrics, postpartum, family planning, peri/postmenopausal care

Coös County Family Health Services (Berlin, NH)

129.5 hours, 123 visits

Primary care, wellness visits (GYN), gynecologic care, low risk obstetrics, family planning, peri/postmenopausal care

Wellness for Women (Kennebunk, ME)

58.5 hours, 75 visits

Wellness visits (GYN), gynecologic care, family planning, peri/postmenopausal care

South Central COVID Response Team (New Hampshire)

2021

Registered Nurse

Volunteer vaccinator in state-wide COVID vaccination clinics

Women's Resource Center (Norman, Oklahoma)

2019-2020

Sexual Assault Nurse Examiner, Domestic Violence Nurse Examiner

On call provider for survivors of sexual assault and intimate partner violence

Prenatal Diagnostic Center (OU Physicians, Oklahoma City, OK)

2017-2019

Lead Clinical Nurse II, High-Risk OB

Lead Nurse, supervisor of RN/MA staff, collaborated with Lead Sonographer and Office Manager to ensure engaged employees and a successful clinic

Provided outpatient nursing care for people with high-risk pregnancies throughout the course of their pregnancy and for 6 weeks postpartum

Responsible for phone triage, administrative duties, and communication with insurance, labs, pharmacies, and state health departments

Trained new employees, ordered supplies, organized holiday parties and events, created and maintained morale and informational boards

REFERENCES

Amanda Molter, CNM
Family Medical and Maternity Care
87 N. Main St.
Leominster, MA 01453
978.534.8701

Colleen Monks, Lead Emergency Preparedness Coordinator
South Central Public Health Network
Derry, NH 03038
603.421.2323

Jessica Collett BSN, SANE-A
Women's Resource Center
Norman, OK
405.701.5550

Brandee Ingram, Clinic Administrator
OU Physicians, Prenatal Diagnostic Center
1200 Children's Avenue, Ste 1A
Oklahoma City, OK 73104
405.271.5400

Kaely Jackson, CDE, RD/LD
OU Physicians, Prenatal Diagnostic Center
1200 Children's Avenue, Ste 1A
Oklahoma City, OK 73104
405.271.5400

Kate McCracken, DNP, APRN, CNP
OU Physicians, Prenatal Diagnostic Center
1200 Children's Avenue, Ste 1A
Oklahoma City, OK 73104
405.271.5400

Participated in leadership meetings, the education committee, and OB Emergency Department committee

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Jimmy Everest Center (OU Physicians, Oklahoma City, OK)
2016-2017
Clinical Research Nurse I, Pediatric Oncology

- Key study personnel, responsible for maintaining study documentation for three major facilities
- Responsible for recruiting participants, maintaining communication with participants, and providing educational sessions

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WIC Overseas Program (USAG Schinnen, the Netherlands)
2012-2014
Registered Nurse, Office Manager

- Responsible for delivering the WIC Overseas program to eligible families stationed in the Netherlands, eastern Belgium, and western Germany
- Performed nutrition screenings and provided nutrition education for children ages 0 to 5 and pregnant, breastfeeding, and postpartum people
- Scheduled and taught community health education
- Responsible for marketing within the various communities and countries

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Choctaw-Nicoma Park Public Schools (Choctaw, Oklahoma)
2009-2010
School Nurse

- Responsible for approximately 1,400 students at three elementary schools
- Provided daily medical care of staff and students to include routine screenings, medication administration, chronic disease management, and first aid in both emergent and non-emergent situations
- Created, scheduled, and taught health education for students and staff

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OU Medical Center (Oklahoma City, Oklahoma)
2006-2009
Staff Registered Nurse, Charge Nurse

- RN on Mother-Baby Unit, Level II Nursery, Antepartum
- Trained new employees and nursing students, acted as charge nurse on Mother-Baby Unit

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Sharp Mary Birch Hospital for Women (San Diego, CA)
2003-2004
Staff Registered Nurse

- RN on inpatient Mother-Baby/GYN Unit
- Responsible for couplet care, lactation education, care of women following gynecological procedures

Myriam Reyes

Medical Assistant and Phlebotomist
Manchester, NH 03109
reyesmyriam@gmail.com
603-820-4784

Work Experience

Medical Assistant
DERRY MEDICAL CENTER - Bedford, NH
August 2017 to November 2018

I have learn how to room patients, check vitals, prep charts, make phone calls, answer message. I have learn the process of nexplanon removal and insert. I'm very organized and a team player.

Medical Assistant
Lamprey Health Care - Nashua, NH
July 2016 to May 2017

Bartender/Waitress
El Patron Bar and Grill - Manchester, NH
May 2012 to May 2016

Cashier
7 Eleven - Manchester, NH
2012 to 2012

Education

Certified Medical Assistant
Seacoast Career School - Manchester, NH

New England EMS Institute - Manchester, NH

High School Diploma
Instituto De Banca Y Comercio - Orocovis, P.R, US

Skills

PHLEBOTOMY (2 years), EKG (2 years), HIPAA (2 years), MEDICAL TERMINOLOGY (2 years), Bilingual, Pediatrics, Diabetes (1 year), Vital Signs, EMR, Injections, Patient Care

Certifications/Licenses

Phlebotomy

May 2018 to May 2019

CPR/First Aid
December 2017 to December 2019

Additional Information

Skills/Expertise

- Vital Signs
- Phlebotomy
- Patients Preparation
- EKG
- Medical Terminology
- Scheduling
- Injection Administration
- Room Preparation
- Patients Follow Up
- Supplies Management
- Sutures and Staple Removal
- HIPAA

*FMLA Forms
*Triage
Vaccine Ordering
Minor Prosedure
Fill out forms
File reports
Manage inventory

Dorice E. Reitchel, CNM, ARNP, MSN

Education

University of Pennsylvania, Philadelphia, PA: December 2002
Masters of Science in Nursing, Nurse-Midwifery & Obstetric/Gynecologic Nurse Practicioner
National Health Service Corps Scholarship Recipient for MSN in Nurse Midwifery; G.P.A.: 3.88

University of Massachusetts, Amherst, MA: May 1998
Bachelor of Science Degree in Nursing; G.P.A.: 3.80
Sigma Theta Tau International member; Dean's Lists; Nursing Leadership Award

Saint Michael's College, Winooski Park, VT: May 1991
Dual Bachelor of Art Degrees in Psychology & Philosophy; Biology minor; G.P.A.: 3.19
Who's Who Among American Colleges and Universities; Dean's Lists; President's Leadership Award

Nurse Midwifery Experience

Certified Nurse Midwife, Manchester Community Health Center, Manchester, NH: full-time, January 2003 - Present
MCHC is a full-service health center providing primary health care and obstetric care to the under-insured in the greater Manchester, NH area & the CNM provides full-scope nurse midwifery care to a diverse population of women, including largely Latina, Muslim, Bosnian, and Vietnamese women; responsibilities include antepartum, intrapartum, postpartum, & gynecology in the out-patient and hospital settings; other duties include high-risk perinatal care coordination, contraception management (especially IUDs), and primary & well-woman care.

Nurse Midwifery School Clinical Experience

Integration – Fall 2002
Philadelphia OB/GYN and Midwifery Care (POMC), Pennsylvania Hospital, Philadelphia, PA
Managed all aspects of full-scope nurse midwifery care focusing on gynecologic, well-woman, obstetric, and primary care; POMC cared for outpatients at hospital-based, private, clinic offices (Fairmount Health Center), and hospital triage areas; and cared for in-patients in labor and delivery suites, postpartum rooms, and an adjacent Birth Center; triaged and returned phone calls; called families after birth providing anticipatory guidance and breastfeeding support.

Intrapartum – Summer 2002
Philadelphia OB/GYN and Midwifery Care, Pennsylvania Hospital, Philadelphia, PA
Coordinated intrapartum, triage, and postpartum care utilizing both Birth Center and labor & delivery settings; utilized ACOG, low risk intermittent monitoring, whirlpool, shower, birthing ball, ambulation, and comfortable birth positions; used internal monitoring, induction/augmentation, and anesthesia/analgesia.

Robert Wood Johnson University Hospital at Hamilton, OB/GYN Group, Hamilton, NJ
Administered nurse midwifery care during triage and antepartum care hospital-based, private and Planned Parenthood (Trenton, NJ) office hours; provided triage, intrapartum, immediate newborn, and postpartum management on labor floor that hosted triage area, ambulation areas, whirlpools, and LDRPs.; utilized ACOG, low risk intermittent monitoring frequently and used internal monitoring, induction/augmentation, and anesthesia/analgesia.

Antepartum – Spring 2002
Schulykill Valley Midwives, Mercy Suburban Hospital, Norristown, PA
Delivered antepartum care (including some gynecologic and well woman) at hospital based, private and clinic (Norristown Regional Health Center) office hours including initial pregnancy visit, regular and problem pregnancy visits, postpartum, and breast feeding visits; gave facility tours.

Well-Woman – Fall 2002
Planned Parenthood, Pottstown, PA
Cared for predominately teenage women with gynecologic and well-woman services including annual exam, contraception, ECP, and STD screening; managed problem gynecological visits and options counseling.

Schulykill Valley Midwives, Mercy Suburban Hospital, Norristown, PA
Provided gynecologic and primary (including some antepartum) care at hospital based, private and clinic (Norristown Regional Health Center) office hours including complete annual exam, contraception management (including ECP & IUDs), PCOS, fertility awareness, and common illness treatments.

Dorice E. Reitchel, CNM, MSN

Maternal & Child Registered Nurse Experience

Staff Nurse, **Mercy Suburban Hospital, Norristown, PA: full-time, June 1998 – November 2000; full-time, part-time, or per diem status, November 2000 – July 2002**
Provided comprehensive maternal and child nursing care within an Osteopathic OB/GYN residency training, community hospital setting with several physician practices and a midwifery group; hospital accommodated approximately 500 births per year in birth suite and labor & delivery suites; patient management responsibilities included perinatal testing, triage, term and preterm labor inpatient and outpatient care, antenatal complications, postpartum and newborn nursery; labor support options included hands-on labor support, jacuzzi/shower hydrotherapy, birthing ball use, ambulation, and pharmacological and anesthesia measures; scrubbed and circulated for cesarean sections; provided nursing care also to gynecological and medical-surgical patients on and off the unit; initiated and maintained infant and maternal recovery period; started IVs; drew labs; spoke Spanish as needed; precepted newly hired nurses; acted as resource nurse on evening shift.

Staff Nurse, **Hospital of the University of Pennsylvania, Philadelphia, PA: full-time, November – May 2001; part-time, May 2001 – August 2001**
Provided same comprehensive nursing care to both low & high risk, antenatal inpatients in the Labor and Delivery area of a large, inner-city hospital and research center that accommodates approximately 3,500 births per year; staffed Perinatal Evaluation Center (RN managed APN model triage center) independently managing triage patients (ie, r/o preterm labor, labor, preeclampsia, srom); responded to phone triage and questions.

Relevant Experience

Director of Recreational Therapy, **Glen Ridge Nursing Care Center, Malden, MA: November 1994 – January 1997**
Planned, implemented and oversaw activities for 164-bed long-term, sub-acute, and Alzheimer special care nursing facility; adhered to all OBRA, DPH, and JCAHO regulations; endured multi-disciplinary approaches to resident care; managed 3 staff and 60+ volunteers; staffed JCAHO initial accreditation committee; represented facility to outside organizations through committees, fairs, and national and local interest groups.

Community Outreach and Volunteer Coordinator, **The Support Committee for Battered Women, Waltham, MA: October 1993 – November 1994**
Managed all outreach and volunteers for multi-service battered women's program; managed 90+ volunteers; coordinated public education and marketing of services; organized special events; staffed local domestic violence committees; attended local and state multi-disciplinary meetings including public policy, legislation, and advocacy; represented facility to outside organizations and interest groups; provided direct services at public speaking, hotline, support groups, child care groups, legal advocacy, and shelter; volunteer Board of Director's member.

Volunteer Coordinator, **Project Lazarus, New Orleans, LA: August 1992 – September 1993**
(full-time volunteer placement through Jesuit Volunteer Corps: South)
Managed volunteer programs that provided emotional and physical support to 19 persons living with AIDS; managed 75+ volunteers providing companionship, vigil, hospital visits, daily assistance, and emotional and family support; wrote volunteer monthly newsletter, developed continuing education; attended local and state multi-disciplinary meetings focusing on public policy, legislation, and advocacy; staffed numerous local and county committees; provided direct client physical and emotional support.

Awards & Affiliations

Student Member, American College of Nurse Midwives: 2002 – Present (2002 Annual Meeting attendee)
Preceptor for Newly Hired Nurses Recognition Award, Mercy Suburban Hospital: 2000 - 2002
Striving for Excellence Award Nomination, Mercy Suburban Hospital: 2000
Continuous Quality Improvement Committee member, Mercy Suburban Hospital: 1998 – 2001
Recruitment and Retention Committee member, Mercy Suburban Hospital: 2000 & 2001
Committee on Academic Matters member, UMASS School of Nursing: 1997 – 1998
Domestic Violence Trainer, Support Committee for Battered Women: 1993 & 1994
Training Participant, New Orleans NO/AIDS Task Force & Boston AIDS Action: 1992 & 1993

Other

Language Skills: Proficient in Spanish (independent with most visits and in-patient interactions)
Continuing Education: NRP Certified and over 75 Obstetric Nurse and Nurse Midwifery Education Hours
Interests: Hiking, biking, camping, reading, and traveling
References: Available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Family Planning 2023				
Jessica Duchano-Ader	Program Coordinator/Nurse	TBD	50%	TBD
Miriam Reyes	Medical Assistant	TBD	50%	TBD
Jennifer Branson	Prenatal Nurse Coordinator	TBD	13%	TBD
Kristin Fossum	Nurse	TBD	13%	TBD
Kristin Logan	Nurse Practitioner	TBD	10%	TBD
Dorice Reitchel	Certified Nurse Midwife	TBD	10%	TBD
Britney Yasin	Prenatal Nurse	TBD	14%	TBD
Family Planning 2024				
Jessica Duchano-Ader	Program Coordinator/Nurse	TBD	38%	TBD
Miriam Reyes	Medical Assistant	TBD	34%	TBD
Jennifer Branson	Prenatal Nurse Coordinator	TBD	10%	TBD

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
FPAR 2023				
Jessica Duchano-Ader	Program Coordinator/Nurse	TBD	5%	TBD

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
TANF 2023				
Kristin Fossum	Nurse	TBD	13%	TBD
Britney Yasin	Prenatal Nurse	TBD	15%	TBD
TANF 2024				
Kristin Fossum	Nurse	TBD	10%	TBD
Britney Yasin	Prenatal Nurse	TBD	6%	TBD

41C mac

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

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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

December 7, 2021

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 contracts with the Contractors listed below in an amount not to exceed $2,055,498 to provide reproductive and sexual health services to individuals in need with a heightened focus on vulnerable and/or low-income populations, with two (2) renewals options for two (2) years each, effective January 1, 2022, or upon Governor and Council approval, whichever is later, through December 31, 2023. 54% General Funds. 46% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Amoskeag Health	157274-B001	Manchester, NH	$335,512
Coos County Family Health	155327-B001	Berlin, NH	$268,152
Concord Feminist Health Center d/b/a Equality Health Center	257562-B001	Concord, NH	$558,395
Joan G. Lovering Health Center	175132-R001	Greenland, NH	$336,934
Lamprey Health Care	177677-R001	Nashua, NH	$431,505
Planned Parenthood of Northern New England	177528-R002	Claremont, Manchester, Keene, Derry, and Exeter	$125,000
			$ 2,055,498

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is provide family planning clinical services, STD and HIV counseling and testing, and health education materials to low-income individuals in need of sexual and reproductive health care services. All services shall adhere to the Title X Family Planning Program regulations, which is a federal grant program dedicated to providing individuals with comprehensive family planning and related preventive health services.

Approximately 15,000 individuals will be served from January 1, 2022 through December 31, 2023

Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. Through this contract, the Department is partnering with health centers located in rural and urban areas to ensure that access to affordable reproductive health care is available in all areas of the State. Family Planning services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Individuals with lower levels of education and income, uninsured, underinsured, individuals of color, and other minority individuals are less likely to have access to quality family planning services.

The Contractors will provide family planning and reproductive health services to individuals in need, with a heightened focus on vulnerable and low-income populations including, but not limited to the uninsured; underinsured; individuals who are eligible for and/or are receiving Medicaid services, adolescents; lesbian gay bisexual transgender, and/or questioning (LGBTQ); individuals in need of confidential services; individuals at or below 250 percent federal poverty level; refugees; and individuals at risk of unintended pregnancy due to substance abuse.

The effectiveness of the services delivered by the Contractors listed above will be measured by monitoring the percentage of:

- Clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, and under 20 years of age.
- Clients served in the family planning program who were uninsured or Medicaid recipients at the time of their last visit.
- Family planning clients less than 18 years of age who received education that abstinence is a viable method of birth control.
- Family planning clients who received STD/HIV reduction education.
- Individuals under age 25 screened for Chlamydia and tested positive.
- Family planning clients of reproductive age who receive preconception counseling.
- Women ages 15 to 44 at risk of unintended pregnancy who are provided a mostly or moderately effective contraceptive method.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from October 8, 2021 through November 4, 2021. The Department received six (6) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreements, the parties have the option to exercise two (2) renewals options, for two (2) years each, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this

request could remove the safety net of services that improves birth outcomes, prevents unplanned pregnancy and reduces health disparities, which could increase the cost of health care for New Hampshire citizens.

Source of Federal Funds: Assistance Listing Number CFDA #93.217, FAIN FPHPA006407 and CFDA #93.558, FAIN 2001NHTANF.

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

Respectfully submitted,

DocuSigned by:
Ann H. Landry
24BAB37E0BEB488...

Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
Family Planning
SFY 22-23-24 Contracts

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, FAMILY PLANNING PROGRAM
FAIN # FPHPA006407

CFDA #93.217 100% Federal Funds
FUNDER: -U.S. Department of Health and Human Services, Office of Assistant Secretary of Health
100% Federal Fund

AMOSKEAG HEALTH - VENDOR #157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	90080206	$32,308
SFY 23	074-500585	Grants for Pub Asst and Rel	90080206	$32,308
SFY 24	074-500585	Grants for Pub Asst and Rel	90080206	$16,154
			Subtotal:	$80,770

COOS COUNTY FAMILY HEALTH - VENDOR #155327-B001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	90080206	$26,733
SFY 23	074-500585	Grants for Pub Asst and Rel	90080206	$26,733
SFY 24	074-500585	Grants for Pub Asst and Rel	90080206	$13,366
			Subtotal:	$66,832

Concord Feminist Health Center d/b/a Equality Health Center - VENDOR #257562-B001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	90080206	$39,244
SFY 23	074-500585	Grants for Pub Asst and Rel	90080206	$39,244
SFY 24	074-500585	Grants for Pub Asst and Rel	90080206	$19,622
			Subtotal:	$98,110

LAMPREY HEALTH HEALTH CARE - VENDOR #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	90080206	$33,775
SFY 23	074-500585	Grants for Pub Asst and Rel	90080206	$33,775
SFY 24	074-500585	Grants for Pub Asst and Rel	90080206	$16,888
			Subtotal:	$84,438

JOAN G. LOVERING HEALTH CENTER - VENDOR #175132-R001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	90080206	$29,697
SFY 23	074-500585	Grants for Pub Asst and Rel	90080206	$29,697
SFY 24	074-500585	Grants for Pub Asst and Rel	90080206	$14,850
			Subtotal:	$74,244
			Total Federal Funds	$404,394

05-95-90-902010-6630 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, FAMILY PLANNING PROGRAM
100% General Fund

AMOSKEAG HEALTH - VENDOR #157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	102-500731	Contracts for Prog Serv.	90080207	$66,303
SFY 23	102-500731	Contracts for Prog Serv.	90080207	$66,303
SFY 24	102-500731	Contracts for Prog Serv.	90080207	$33,151
			Subtotal:	$165,757

COOS COUNTY FAMILY HEALTH - VENDOR #155327-B001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	102-500731	Contracts for Prog Serv.	90080207	$52,398
SFY 23	102-500731	Contracts for Prog Serv.	90080207	$52,398
SFY 24	102-500731	Contracts for Prog Serv.	90080207	$26,199
			Subtotal:	$130,995

Concord Feminist Health Center d/b/a Equality Health Center- VENDOR #267662-B001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	102-500731	Contracts for Prog Serv.	90080207	$119,801
SFY 23	102-500731	Contracts for Prog Serv.	90080207	$119,801
SFY 24	102-500731	Contracts for Prog Serv.	90080207	$59,901
			Subtotal:	$299,503

LAMPREY HEALTH HEALTH CARE - VENDOR #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	102-500731	Contracts for Prog Serv.	90080207	$90,333
SFY 23	102-500731	Contracts for Prog Serv.	90080207	$90,333
SFY 24	102-500731	Contracts for Prog Serv.	90080207	$45,167
			Subtotal:	$226,833

JOAN G. LOVERING HEALTH CENTER - VENDOR #175132-R001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	102-500731	Contracts for Prog Serv.	90080207	$68,372
SFY 23	102-500731	Contracts for Prog Serv.	90080207	$68,372
SFY 24	102-500731	Contracts for Prog Serv.	90080207	$34,186
			Subtotal:	$170,930
PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND - VENDOR #177528-R002				
Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	102-500731	Contracts for Prog Serv.	90080213	$50,000
SFY 23	102-500731	Contracts for Prog Serv.	90080213	$50,000
SFY 24	102-500731	Contracts for Prog Serv.	90080213	$25,000
			Subtotal:	$125,000.0
			Total General Fund:	1,118,017
			TOTAL AU 5530	1,622,411

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES
FAIN# 1801NHTANF
CFDA# 93.558
FUNDER: US DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION FOR CHILDREN
& FAMILIES, TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (ACF, TANF)
100% Federal Funds

AMOSKEAG HEALTH - VENDOR #157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	45030203	$35,594
SFY 23	074-500585	Grants for Pub Asst and Rel	45030203	$35,594
SFY 24	074-500585	Grants for Pub Asst and Rel	45030203	$17,797
			Subtotal:	$88,985

COOS COUNTY FAMILY HEALTH - VENDOR #155327-B001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	45030203	$28,130
SFY 23	074-500585	Grants for Pub Asst and Rel	45030203	$28,130
SFY 24	074-500585	Grants for Pub Asst and Rel	45030203	$14,065
			Subtotal:	$70,325

Concord Feminist Health Center d/b/a Equality Health Center - VENDOR #267562-B001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	45030203	$64,313
SFY 23	074-500585	Grants for Pub Asst and Rel	45030203	$64,313
SFY 24	074-500585	Grants for Pub Asst and Rel	45030203	$32,156
			Subtotal:	$160,782

LAMPREY HEALTH HEALTH CARE - VENDOR #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	45030203	$48,494
SFY 23	074-500585	Grants for Pub Asst and Rel	45030203	$48,494
SFY 24	074-500585	Grants for Pub Asst and Rel	45030203	$24,247
			Subtotal:	$121,235

JOAN G. LOVERING HEALTH CENTER - VENDOR #175132-R001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	45030203	$36,704
SFY 23	074-500585	Grants for Pub Asst and Rel	45030203	$36,704
SFY 24	074-500585	Grants for Pub Asst and Rel	45030203	$18,352
			Subtotal:	$91,760
			TOTAL AU 6146	$533,087
			GRAND TOTAL	$2,056,498

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-DPHS-17-REPRO

Project Title Reproductive and Sexual Health Services

	Maximum Points Available	Amoskeag Health	Coos County Family Health Services	Equality Health Center	Lamprey Healthcare	Planned Parenthood	The Lovering Health Center
Technical							
Experience (Q1)	20	18	12	15	15	15	19
Overall Capacity (Q2)	35	30	13	25	30	27	35
Clinical Services (Q3)	40	33	30	35	35	35	40
Same Day LARC Insertion and Contraception (Q4)	35	28	25	35	25	35	35
Outreach and Education (Q5)	20	5	15	13	19	10	20
Staffing Plan (Q6)	20	13	18	15	15	15	20
Reporting (Q7)	25	15	16	17	16	10	20
Data Requirements (Q8)	10	7	8	7	8	5	9
Quality Improvement Experience and Capacity (Q9)	25	22	23	18	20	25	25
Performance Measures (Appendix M) (Q10)	30	20	22	15	20	5	30
Subtotal - Technical	260	191	182	195	203	182	253
TOTAL POINTS	260	191	182	195	203	182	253

1	Haley Johnston	Progam Specialist IV
2	Rhonda Siegel	Administrator III
3	Brittany Foley	Health Promotion Advisor

Subject: Reproductive and Sexual Health Services (RFP-2022-DPHS-17-REPRO-01)

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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Amoskeag Health		1.4 Contractor Address 145 Hollis Street Manchester, NH, 03101	
1.5 Contractor Phone Number (603) 626-5210	1.6 Account Number 05-095-090-902010-5530 05-095-045-450010-6146	1.7 Completion Date December 31, 2023	1.8 Price Limitation $335,512
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: [signature] CA2AE939C85F454... Date: 12/6/2021		1.12 Name and Title of Contractor Signatory Kris McCracken President/CEO	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley Date: 12/6/2021		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: J. Christopher Marshall D5BD45EEA9D4403...		On: 12/6/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS

Date 12/6/2021

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

Contractor Initials DS

Date 12/6/2021

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS

Date 12/6/2021

New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) times for two (2) additional years each time, from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

1.3 Add Paragraph 25, Requirements for Family Planning Projects, as follows:

25. The Contractor shall comply with all of the following provisions:

25.1 No state funds shall be used to subsidize abortions, either directly or indirectly. The family planning project will permit the Commissioner of the Department of Health and Human Services, or his or her designated agent or delegate, to inspect the financial records of the family planning project to monitor compliance with this requirement.

25.2 At the end of each fiscal year, the Commissioner shall certify, in writing, to the Governor and Council that he or she personally, or through a designated agent or delegate, has reviewed the expenditure of funds awarded to a family planning project and that no state funds awarded by the Department have been used to provide abortion services.

25.3 If the Commissioner fails to make such certification or if the Governor and Executive Council, based on evidence presented by the Commissioner in his or her certification, find that state funds awarded by the Department have been used to provide abortion

services, the grant recipient shall either: (a) be found to be in breach of the terms of such contract, grant or award of funds and forfeit all right to receive further funding; or (b) suspend all operations until such time as the state funded family project is physically and financially separate from any reproductive health facility, as defined in RSA 132:37.

New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services

EXHIBIT B

Scope of Services

1. General Terms

1.1. For the purposes of this Agreement, the Contractor shall provide all services in accordance with the Title X Family Planning Program, which is a federal grant program dedicated to providing individuals with comprehensive family planning and related preventive health services.

1.2. For the purposes of this Agreement, all references to days shall mean business days.

1.3. The Contractor shall not utilize any funds provided under this Agreement for abortion services.

2. Statement of Work

2.1. The Contractor shall provide family planning and reproductive health services to individuals in need of reproductive and sexual health services with a heightened focus on vulnerable and low-income populations including, but not limited to:

2.1.1. Uninsured.

2.1.2. Underinsured.

2.1.3. Individuals who are eligible and/or are receiving Medicaid services.

2.1.4. Adolescents.

2.1.5. Lesbian Gay Bisexual Transgender Questioning (LGBTQ).

2.1.6. Those in need of Confidential Services, as defined in 42 C.F.R. § 59.11.

2.1.7. Individuals at or below 250 percent federal poverty level.

2.1.8. Refugees.

2.1.9. Persons at risk of unintended pregnancy due to substance abuse.

2.2. The Contractor shall provide services to a minimum of 650 individuals each State Fiscal Year of the Agreement.

2.3. The Contractor shall provide family planning and reproductive health services that include, but are not limited to:

2.3.1. Clinical services.

2.3.2. Sexually Transmitted Diseases (STD) and Human Immunodeficiency Virus (HIV) testing.

2.3.3. STD and HIV counseling.

2.3.4. Sexual health education materials including topics on sterilization, STI prevention, contraception and abstinence.

2.3.5. Preconception Health for all individuals of childbearing age.

2.4. The Contractor shall make reasonable efforts to collect charges from clients without jeopardizing client confidentiality in accordance with Attachment 1, Title X Sub-Recipient Fee Policy and Sliding Fee Scales.

2.5. The Contractor shall determine the eligibility of individuals for services under this Agreement in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2.6. The Contractor shall update their sliding fee scales/discount of services in accordance with the release of Health Resources and Services Administration's (HRSA's) annual Federal Poverty Guidelines, effective every February 1 of year each or as posted by the U.S. Department of Health & Human Services. New sliding fee scales/discount of services must be submitted every March of this Agreement, in accordance with the reporting calendar.

2.7. The Contactor shall provide documentation verifying proof of an established Electronic Medical Record (EMR) to the Department within thirty (30) days of Governor and Council approval of this Agreement.

2.8. The Contractor shall work directly with the Department's database Contractor to ensure full integration of their EMR with the Department's FPAR 2.0 compliant Family Planning database no later than June 30, 2022.

2.9. The Contactor shall manually enter FPAR 2.0 data elements as required by federal and any state required data elements into the Department's Family Planning database starting January 1, 2022 until their EMR is fully integrated, but no later than the June 30, 2022.

2.10. The Contractor shall work with the Department's Contractor for the technical assistance required to meet integration requirements between the EMR and the NH Family Planning Program data base system for FPAR 2.0.

2.11. Clinical Services

2.11.1. The Contractor shall provide reproductive and sexual health clinical services in compliance with all applicable federal and state guidelines including the New Hampshire Title X Family Planning Clinical Services Guidelines (Attachment 2).

2.11.2. The Contractor shall follow and maintain established written internal protocols, policies, practices and clinical family planning guidelines that comply with Title X rules, and will provide copies of said materials to the Department upon request.

2.11.3. The Contractor shall ensure all MDs, APRNs, PAs, nurses and/or any staff providing direct care and/or education to clients read and sign the

New Hampshire Family Planning Clinical Services Guidelines prior to providing any services under this Agreement.

2.11.4. The Contractor shall submit the New Hampshire Family Planning Clinical Services Guidelines signed signature page to the Department for review and signature within thirty (30) days of Governor and Council approval of this Agreement, and on an annual basis by August 31.

2.11.5. The Contractor shall ensure any staff subsequently added to provide Title X services also sign the New Hampshire Family Planning Clinical Services Guidelines signature page prior to providing direct care and/or education.

2.11.6. The Contractor shall ensure reproductive and sexual health medical services are performed under the direction of a Medical Director who is a licensed physician with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

2.11.7. The Contractor shall provide a broad range of contraceptive methods including, but not limited to:

2.11.7.1. Intrauterine device (IUD).

2.11.7.2. Contraceptive Implant (Nexplanon).

2.11.7.3. Contraceptive pills.

2.11.7.4. Contraceptive injection (Depo-Provera).

2.11.7.5. Condoms.

2.11.7.6. Fertility awareness based methods (FABM).

2.11.8. The Contractor shall provide STD and HIV counseling and testing in compliance with the most up-to-date Centers for Disease Control and Prevention (CDC) STD Treatment Guidelines in Attachment 2, New Hampshire Title X Family Planning Clinical Services Guidelines.

2.11.9. The Contractor shall provide sterilization counseling and referral services to individuals seeking sterilization services.

2.12. Health Education and Outreach

2.12.1. The Contractor shall provide health information and educational materials in accordance with Attachment 3, Title X Community Participation, Education and Project Promotion, Section 1. Advisory Committee and Information & Educational (I&E) Materials.

2.12.2. The Contractor shall provide the Department an I&E policy for their agency by August 31 of each SFY or as directed by the Department.

2.12.3. The Contactor must sign and return the Community Participation, Education and Project Promotion Agreement in Attachment 3 to the

Department within thirty (30) days of Governor and Council approval of this Agreement.

2.12.4. The Contractor shall ensure I&E materials are suitable for the populations and communities for which they are intended. Health education material topics may include, but are not limited to:

2.12.4.1. Sexually transmitted diseases (STD).

2.12.4.2. Contraceptive methods.

2.12.4.3. Pre-conception care.

2.12.4.4. Achieving pregnancy/infertility.

2.12.4.5. Adolescent reproductive health.

2.12.4.6. Sexual violence.

2.12.4.7. Abstinence.

2.12.4.8. Pap tests/cancer screenings.

2.12.4.9. Substance misuse services.

2.12.4.10. Mental health.

2.12.5. The Contractor shall establish an I&E Committee and Advisory Board comprised of individuals within the targeted population or/or communities for which the materials are intended. The I&E Committee and Advisory Board, which may be the same group of individuals, must be broadly representative in terms of demographic factors including:

2.12.5.1. Race;

2.12.5.2. Color;

2.12.5.3. National origin;

2.12.5.4. Handicapped condition;

2.12.5.5. Sex, and

2.12.5.6. Age.

2.12.6. The Contractor shall ensure the I&E Committee reviews all information and educational materials at a minimum of two (2) times per year to verify:

2.12.6.1. Materials are up to date on medical accuracy; and

2.12.6.2. Materials are relevant and suitable for to the targeted populations identified in Subsection 1.1, in accordance with the Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement (Attachment 3).

2.12.7. The Contractor shall ensure the Advisory Board assesses the Title X Reproduction and Sexual Health Program at a minimum of two (2) times a year to ensure the program is meeting all goals and objectives in accordance with the Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement.

2.12.8. The Contractor shall ensure:

2.12.8.1. The I&E Committee and Advisory Board meet two (2) times per year at a minimum.

2.12.8.2. Health education and information materials are reviewed by the Advisory Board in accordance with Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement (Attachment 3).

2.12.8.3. Health education materials meet current medical standards and have a documented process for discontinuing any out-of-date materials.

2.12.9. The Contractor shall submit a listing of the I&E materials to the Department annually on a set date as determined by the Department. Information listed must include, but is not limited to:

2.12.9.1. Title of the I&E material.

2.12.9.2. Subject.

2.12.9.3. Advisory Board approval date.

2.12.9.4. Publisher.

2.12.9.5. Date of publication.

2.12.10. The Contractor shall support program outreach and promotional activities utilizing Temporary Assistance for Needy Families (TANF) funds to recruit eligible clients to family planning clinics per Attachment 8, NH FPP TANF Policy.

2.12.11. The Contractor shall provide program outreach and promotional activities or events utilizing the Temporary Assistance for Needy Families (TANF) funding included in this Agreement. Outreach and promotional activities/events may include, but are not limited to:

2.12.11.1. Outreach coordination.

2.12.11.2. Community table events.

2.12.11.3. Social media.

2.12.11.4. Outreach to schools.

2.13. Work Plan

2.13.1. The Contractor shall develop a Reproductive and Sexual Health Services Work Plan for Year One (1) of the Agreement utilizing the Title X Reproductive and Sexual Health Services Work Plan Template (Attachment 4), and submit the Work Plan to the Department for approval within thirty (30) days of the Effective Date of this Agreement.

2.13.2. The Contractor shall:

2.13.2.1. Track and report Reproductive and Sexual Health Services Work Plan Outcomes;

2.13.2.2. Revise the Work Plan accordingly; and

2.13.2.3. Submit an updated Work Plan to the Department no later than August 31, 2022 for Year Two (2) of the Agreement.

2.14. Site Visits

2.14.1. The Contractor shall permit the Department to conduct Site Visits upon request but no less frequently than annually in order to monitor full compliance with Title X Program regulations, which includes but is not limited to ensuring abortion services are not provided as a method of family planning under this Agreement. The Contractor shall:

2.14.1.1. Complete the pre-site visit form to be provided by the Department in advance of each scheduled visit;

2.14.1.2. Pull medical charts; and

2.14.1.3. Pull financial documents for auditing purposes.

2.15. Training

2.15.1. The Contractor shall ensure the Director attends in-person and/or web-based meetings and trainings facilitated by the Department upon request. Meetings will include, but are not limited to, a minimum of two (2) Family Planning Agency Directors Meetings per calendar year.

2.15.2. The Contractor shall ensure all family planning staff complete the Title X Orientation e-learning courses, including:

2.15.2.1. "Title X Orientation: Program Requirements for Title X Funded Family Planning Projects," and

2.15.2.2. "Introduction to Reproductive Anatomy and Physiology."

2.15.3. The Contractor shall ensure all family planning staff complete yearly Title X training(s) on topics including:

2.15.3.1. Mandatory Reporting for abuse, rape, incest, and human trafficking;

2.15.3.2. Family Involvement and Coercion;

2.15.3.3. Non-Discriminatory Services; and

2.15.3.4. Sexually Transmitted Disease.

2.15.4. The Contractor shall ensure all family planning clinical staff participate in the yearly STD webinar training conducted by the Department and keep records of staff participation.

2.15.5. The Contractor shall ensure staff providing STD and HIV counseling are trained utilizing CDC models or tools.

2.15.6. The Contractor shall ensure all family planning clinical staff participate in the yearly STD webinar training conducted by the Department and keep records of staff participation. The training can be utilized for HRSA Section 318 eligibility requirements, if applicable. The Contractor shall:

2.15.6.1. Ensure a minimum of two (2) clinical staff attend the "live" webinar on the scheduled date, and

2.15.6.2. Ensure clinical staff who did not attend the "live" webinar view a recording of the training within thirty (30) days of the "live" webinar, as available.

2.15.6.3. Submit an Attendance Sheet that includes attendee signatures to the Department within thirty (30) days of the "live" webinar, as available.

2.15.7. The Contractor shall keep and maintain staff training logs available to the Department upon request.

2.16. Staffing

2.16.1. The Contractor shall ensure employees and subcontractors providing direct services to clients under this Agreement have undergone a criminal background check and have no convictions for crimes that represent evidence of behavior that could endanger clients served under this Agreement.

2.16.2. The Contractor shall have at a minimum one (1) clinical provider on staff, available on-site at each clinic location, who is proficient in the insertion and removal of Long Acting Reversible Contraception (LARC), IUD and Implant; and provide documentation verifying proficiency to the Department within thirty (30) days of Governor and Council approval of this Agreement and on an annual basis no later than August 31, or as directed by the Department.

2.16.3. The Contractor shall provide and maintain qualified staffing to perform and carry out all services in this Exhibit B, Scope of Work. The Contractor shall:

2.16.3.1. Ensure staff unfamiliar with the NH Family Planning Program data system currently in use by the NH Family Planning Program (FPP) attend a required one (1) day orientation/training Webinar conducted by the Department's database Contractor.

2.16.3.2. Ensure staff are supervised by a Medical Director, with specialized training and experience in family planning, in accordance with Section 1.10.6 above.

2.16.3.3. Ensure staff have received appropriate training and possess the proper education, experience and orientation to fulfill the requirements in this RFP and maintain documentation verifying this requirement is met.

2.16.3.4. Maintain up-to-date records and documentation for staff requiring licenses and/or certifications and submit documentation to the Department upon request and no less than annually.

2.16.4. The Contractor shall notify the Department in writing, via a written letter submitted on agency letterhead, when:

2.16.4.1.1. Hiring new staff essential to carrying out contracted services within thirty (30) days of hire. Include a copy of the individual's resume.

2.16.4.1.2. A critical position is vacant for more than thirty (30) days; and

2.16.4.1.3. There is not adequate staffing available to perform required services for more than thirty (30) days.

2.16.4.1.4. If a clinical site is closed for more than thirty (30) days and/or is permanently closed.

3. Exhibits Incorporated

3.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

3.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

3.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

4. Reporting and Deliverables

4.1. The Contractor shall develop and submit the reports as specified in Attachment 5, Family Planning Reporting Calendar to the Department on time, in accordance with the dates in the Reporting Calendar. Reports and reporting activities include but are not limited to:

4.1.1. Tracking and reporting Family Planning and Sexual Health Services performance indicators and measures using Data Trend Tables (DTT) and work plans.

4.1.2. Developing and submitting an Outreach and Education Report to the Department on an annual basis no later than August 31, or as specified by the Department, which outlines the program promotion activities and events including, but not limited to:

4.1.2.1. Outreach to schools.

4.1.2.2. Community resource programs.

4.1.2.3. Social media.

4.1.2.4. Community table events.

4.1.3. Collecting and reporting general data consistent with current Title X Federal requirements through the NH FPP data system.

4.1.4. Collecting FPAR 2.0 Data Elements as required by the Office of Populations Affairs and the Department beginning January 1, 2022 or the date the official elements are released. (See Attachment 6; FPAR Data Elements – SAMPLE DRAFT).

4.1.5. Submitting the required FPAR Data Elements to the FPP Data System Contractor electronically through a secure platform on an ongoing basis, but no less frequently than monthly by the tenth (10th) day of each month.

4.1.6. Submitting any requested FPAR documents to the Department each State Fiscal Year of the Agreement, in accordance with the Reporting Calendar, in order for the Department to monitor and report program performance to the Office of Population Affairs (45 CFR §742 and 45 CFR §923).

4.2. The Contractor shall develop and submit an Annual Performance Measure Outcomes Report to the Department on an annual basis no later than August 31, or as directed by the Department.

4.3. The Contractor shall provide records of employee salaries and wages that accurately reflect all work performed to the Department upon request. Such records shall include, but are not limited to:

4.3.1. All activity(s) for which each employee is compensated; and

4.3.2. The total amount of time spent performing each activity.

5. Performance Measures

5.1. The Department will monitor Contractor performance through the required Reporting and Deliverables in Section 3, and the Performance Measures included in Attachment 7, Family Planning Performance Indicators and Performance Measures Definitions.

5.2. The Contractor shall provide other key data and metrics including client-level demographic, performance, and service data upon Department request.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

6.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

6.1.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

6.1.3. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

6.2. Credits and Copyright Ownership

6.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

6.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

6.2.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

6.2.3.1. Brochures.

6.2.3.2. Resource directories.

6.2.3.3. Protocols or guidelines.

6.2.3.4. Posters.

6.2.3.5. Reports.

6.2.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

6.3. Operation of Facilities: Compliance with Laws and Regulations

6.3.1. 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 Agreement 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.

7. Records

7.1. The Contractor shall keep records that include, but are not limited to:

7.1.1. Books, records, documents and other electronic or physical 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.

7.1.2. All records must 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.

7.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

7.1.4. Medical records on each patient/recipient of services.

7.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:

   1.1. 51% Federal Funding from the Family Planning Services Grants, as awarded on March 26, 2021, by the U.S. Department of Health and Human Services, Office of Assistant Secretary of Health, NH Family Planning (Title X) Program, CFDA #93.217, FAIN FPHPA006407 and from U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (ACF, TANF) as awarded by the U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (TANF), CFDA #93.558, FAIN 2001NHTANF.

   1.2. 49% State General funds.

2. The Contractor shall not utilize any funds provided under this Agreement for abortion services.

3. For the purposes of this Agreement:

   3.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.

   3.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.

   3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.

4. Payment shall be made on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the Department approved budget line items in Exhibits C-1, Budget through Exhibit C-6, Budget.

5. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov, or invoices may be mailed to:

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

7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

11. Should the Contractor not meet the approximate number of clients served in Year One (1) of the Contract Period, as specified in Subsection 1.2 of Exhibit B. Scope of Services, the Department may adjust the State Fiscal Year funding amount for Year Two (2) of the Contract Period through a Contract Amendment subject to Governor and Council approval.

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

    14.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

14.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

14.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

14.5. 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.

14.6. The Contractor shall allow the Department to conduct financial audits on an annual basis, or upon request by the Department, to ensure compliance with the funding requirements of this Agreement. The Contractor shall make available documentation and staff as necessary to conduct such audits, including but not limited to policy and procedure manuals, financial records and reports, and discussions with management and finance staff.

Exhibit C-1 - Family Planning Funds Budget

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

Bidder/Program Name: Ammonoosuc Health

Budget Request for: Reproductive and Sexual Health Services

Budget Period: January 1, 2022 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 83,794.00	$ -	$ 83,794.00	$ -	$ -	$ -	$ 83,794.00	$ -	$ 83,794.00
2. Employee Benefits	10,465.00	-	10,465.00	-	-	-	10,465.00	-	10,465.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	1,849.00	-	1,849.00	-	-	-	1,849.00	-	1,849.00
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	2,000.00	-	2,000.00	-	-	-	2,000.00	-	2,000.00
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00
Medical	1,500.00	-	1,500.00	-	-	-	1,500.00	-	1,500.00
Office	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00
6. Travel	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	461.00	-	461.00	-	-	-	461.00	-	461.00
Subscriptions	600.00	-	600.00	-	-	-	600.00	-	600.00
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00
11. Staff Education and Training	2,000.00	-	2,000.00	-	-	-	2,000.00	-	2,000.00
12. Subcontracts/Agreements	10,000.00	-	10,000.00	-	-	-	10,000.00	-	10,000.00
13. Other (specify details mandatory): Indirect	-	8,841.00	8,841.00	-	8,841.00	8,841.00	-	-	-
Interpreters	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00
Data Entry	450.00	-	450.00	-	-	-	450.00	-	450.00
TOTAL	$ 83,811.00	$ 8,841.00	$ 184,417.00	$ -	$ 8,841.00	$ 8,841.00	$ 83,811.00	$ -	$ 83,811.00
Indirect As A Percent of Direct		10.00%						0%	

Contractor Initials: DS

Date: 12/6/2021

Exhibit C-2 - Family Planning Funds Budget

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

Bidder/Program Name: Ammonoosuc Health

Budget Request for: Reproductive and Sexual Health Services

Budget Period: July 1, 2022 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 84,564.00	$ -	$ 84,564.00	$ -	$ -	$ -	$ 84,564.00	$ -	$ 84,564.00
2. Employee Benefits	$ 13,873.00	$ -	$ 13,873.00	$ -	$ -	$ -	$ 13,873.00	$ -	$ 13,873.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify up to 5 more lines): Indirect	$ -	$ 8,841.00	$ 8,841.00	$ -	$ 8,841.00	$ 8,841.00	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 98,437.00	$ 8,841.00	$ 107,278.00	$ -	$ 8,841.00	$ 8,841.00	$ 98,437.00	$ -	$ 98,437.00
Indirect As A Percent of Direct		10.00%						0%	

Contractor Initials: DS

Date: 12/6/2021

Exhibit C-3 - Family Planning Funds Budget

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

Bidder/Program Name: Androscoggin Health

Budget Request for: Reproductive and Sexual Health Services

Budget Period: July 1, 2022 - December 31, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 42,493.00	$ -	$ 42,493.00	$ -	$ -	$ -	$ 42,493.00	$ -	$ 42,493.00
2. Employee Benefits	$ 6,812.00	$ -	$ 6,812.00	$ -	$ -	$ -	$ 6,812.00	$ -	$ 6,812.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory): Indirect	$ -	$ 4,931.00	$ 4,931.00	$ -	$ 4,931.00	$ 4,931.00	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 49,305.00	$ 4,931.00	$ 54,236.00	$ -	$ 4,931.00	$ 4,931.00	$ 49,305.00	$ -	$ 49,305.00
Indirect As A Percent of Direct		10.00%					0%		

DS

Androscoggin Health
RFP-2023-DPHS-17-REPRO-01
Exhibit C-3 - Family Planning Funds Budget
Page 1 of 1

Contractor Initials: _____

Date: 12/6/2021

Exhibit C-4 - TANF Budget

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

Bidder/Program Name: Amoskeag Health

Budget Request for: Reproductive and Sexual Health Services

Budget Period: January 1, 2022 - June 30, 2023

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 28,057.00	$ -	$ 28,057.00	$ -	$ -	$ -	$ 28,057.00	$ -	$ 28,057.00
2. Employee Benefits	$ 8,543.00	$ -	$ 8,543.00	$ -	$ -	$ -	$ 8,543.00	$ -	$ 8,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory): Indirect	$ -	$ 3,591.00	$ 3,591.00	$ -	$ 3,591.00	$ 3,591.00	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 37,600.00	$ 3,591.00	$ 41,191.00	$ -	$ 3,591.00	$ 3,591.00	$ 37,600.00	$ -	$ 37,600.00
Indirect As A Percent of Direct		10.0%						0%	

DS

Contractor Initials: _____

Date: 12/6/2021

Exhibit C-5 - TANF Budget

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

Bidder/Program Name: Amoskeag Health

Budget Request for: Reproductive and Sexual Health Services

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	29,843.00	-	29,843.00	-	-	-	29,843.00	-	29,843.00
2. Employee Benefits	8,731.00	-	8,731.00	-	-	-	8,731.00	-	8,731.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specify details mandatory): Indirect	-	3,569.00	3,569.00	-	3,569.00	3,569.00	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
TOTAL	38,574.00	3,569.00	38,143.00	-	3,569.00	3,569.00	38,574.00	-	38,574.00
Indirect As A Percent of Direct		10.00%						0%	

Contractor Initials: DS

Date: 12/6/2021

Exhibit C-6 TANF Budget

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

Bidder/Program Name: Amoskeag Health

Budget Request for: Reproductive and Sexual Health Services

Budget Period: July 1, 2022 - December 31, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	14,432.00	-	14,432.00	-	-	-	14,432.00	-	14,432.00
2. Employee Benefits	3,365.00	-	3,365.00	-	-	-	3,365.00	-	3,365.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specify details mandatory): Indirect	-	1,780.00	1,780.00	-	1,780.00	1,780.00	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
TOTAL	17,797.00	1,780.00	19,577.00	-	1,780.00	1,780.00	17,797.00	-	17,797.00
Indirect As A Percent of Direct		10.00%						0%	

DS

Amoskeag Health
RFP-2023-OPHS-17-REPRO-01
Exhibit C-6 TANF Budget
Page 1 of 1

Contractor Initials: _____

Date: 12/6/2021

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

Vendor Initials DS

Date 12/6/2021

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.

Vendor Name:

DocuSigned by:

12/6/2021
Date

Name: Kris McCracken
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Vendor Name:

12/6/2021
Date

DocuSigned by:
Name: Kris McCracken
Title: President/CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS

Date 12/6/2021

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name:

12/6/2021
Date

DocuSigned by:
Name: Kris McCracken
Title: President/CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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:

DocuSigned by:

12/6/2021
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

DocuSigned by:

12/6/2021

Date

Name: Kris McCracken
Title: President/CEO

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Amoskeag Health
The State by:	Name of the Contractor
Patricia M. Tilley	
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Kris McCracken
Name of Authorized Representative	Name of Authorized Representative
Director	President/CEO
Title of Authorized Representative	Title of Authorized Representative
12/6/2021	12/6/2021
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

12/6/2021
Date

DocuSigned by:
Name: Krys McCracken
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 9286649370000

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

   X NO _____ YES

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

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

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

TITLE X SUB-RECIPIENT FEE POLICY AND SLIDING FEE SCALES

Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: 01/28/21 Next Review Date: 01/01/2022

Approved by:	HALEY JOHNSTON
Authority	PUBLIC HEALTH SERVICES ACT 45 CFR PART 59

I. Fee Policy

Federal Poverty Level, Third Party Billing, and Income Verification

Client income and eligibility for a discount should be assessed, documented in the client record, and re-evaluated at least annually. Reasonable measures should be taken to verify client income, without burdening clients from low income families. Documentation of income may include a copy of a pay stub or some other form of documentation of family income; however clients who cannot present documentation of income must not be denied services and are allowed to self-report income. Sub-recipients that have lawful access to other valid means of income verification because of the client's participation in another program may use those data rather than re-verify income or rely solely on the client's self-report. If a client's income cannot be verified after reasonable attempts to do so, charges are to be based on the client's self-reported income. Whenever possible, there should be separate charts for client records and medical records.

Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although the agency must bill all third parties legally obligated to pay for the services (Section 1006(c)(2), PHS Act. 42 CFR 59.5(a)(7)). Bills to third parties may not be discounted.

Clients who are responsible for paying any fees for services received must directly receive a bill at the time services are received. Bills to clients must show total charges minus any allowable discounts. Fees charged to clients must reflect true costs to a sub-recipient agency.

Agencies must offer by federal mandate a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods) and services (including pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, STI services, preconception health services, and adolescent-friendly health) either on-site or by referral (42 CFR 59.5(a)(1)). For the purposes of considering payment for contraceptive services only, where a client has health insurance coverage through an employer that does not provide the contraceptive services sought by the client because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider the client's insurance coverage status as a good reason why they are unable to

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pay for contraceptive services (42 CFR 59.2).

Discount Schedules/Reasonable Cost

A discount schedule (schedule of discounts or sliding fee scale) must be developed and implemented with sufficient proportional increments so that inability to pay is never a barrier to receiving services. The discount schedule must be based on family size, family income, and other specified economic considerations and is required for individuals with family incomes between 101% and 250% of the FPL (42 CFR 59.5(a)(8)). For clients from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services (42 CFR 59.5(a)(8)).

The schedule of discounts should include charges for a new client, an established client, counseling and education, supplies, and laboratory costs. The schedule of discounts must be updated annually and be in accordance with the current Federal Poverty Guidelines (FPG). Sub-recipient agencies may choose to apply alternative funds to the cost of services in order to provide more generous discounts than what is required under the Title X project.

On an annual basis, sub-recipient agencies must submit to the grantee (New Hampshire Department of Health & Human Services, Division of Public Health Services, New Hampshire Family Planning Program (NH FPP)) a copy of their most current discount schedule that reflects the most recently published FPG.

Third Party Payments

Sub-recipient agencies are required to bill all possible third party payers, including public and private sources, without the application of any discounts, to ensure that Title X funds will be used only on clients without any other sources of payments. Sub-recipient agencies are encouraged to have written agreements with NH Medicaid Plans, as appropriate. Title X funds will be used only as the payer of last resort.

Where the cost of services is to be reimbursed under title XIX, XX, or XXI of the Social Security Act, a written agreement with the title XIX, XX or XXI agency is required.

Family income of insured clients should be assessed before determining whether copayments or additional fees are charged. Clients whose family income is at or below 250% of the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied.

Fee Waiver

Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the site director, are unable, for good reasons, to pay for family planning services provided through the Title X project. *Clients must not be denied services or be subjected to any variation in quality of services because of the inability to pay.*

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Voluntary Donations

Voluntary donations from clients are permissible; however, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. If a sub-recipient agency chooses to ask for donations, then donations must be requested from *all* clients, including clients using public or private insurance. In such a case, it may be helpful to display signs at check-out or have a financial counseling script available for project staff who will be tasked with collecting donations.

Donations from clients do not waive the billing/charging requirements set out above (i.e., if a client is unable to pay the fees for services received, any donations collected should go towards the cost of services received.

Discount Eligibility for Minors

Eligibility for discounts for unemancipated minors who receive confidential services must be based on the resources of the minor, provided that the Title X provider has documented its efforts to involve the minor's family in the decision to seek family planning services (absent abuse and, if so, with appropriate reporting) (42 CFR 59.2).

A minor is an individual under eighteen years of age. Unemancipated minors who wish to receive services on a confidential basis must be considered solely on the resources of that minor. If a minor with health insurance requests confidential services, charges for services must be based on the minor's own resources. Income available to a minor client, such as wages from part-time employment and allowances transferred directly to the minor, must be considered in determining a minor's ability to pay for services. Basic provisions (e.g., food, shelter, transportation, tuition, etc.) supplied by the minor's parents/guardians must not be included in the determination of a minor's income.

Under certain conditions where confidentiality is restricted to limited members of a minor's family (e.g., there is parental disagreement regarding the minor's use of family planning services), the charge must be based solely on the minor's income if the minor client's confidentiality could be breached in seeking the full charge. It is not allowable for sub-recipient agencies to have a general policy of no fee or flat fees for the provision of services to minor clients. Nor is it allowable for sub-recipient agencies to have a schedule of fees for minors that is different from all others receiving services.

If a minor is unemancipated and confidentiality is not a concern, the minor's family income must be considered in determining the fee for services as with all other clients. Health insurance plans covering a minor under a parent/guardian's policy should be billed, if the minor does not need or request confidential services. In such a case, a written consent form permitting the billing of the health insurance plan, signed by the minor, must be included in the minor's client record.

Confidential Collections

Sub-recipient agencies must inform clients about the existence of the discount schedule and the

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fact that services will not be denied due to inability to pay. Sub-recipient agencies must make reasonable efforts to collect bills, but they must in no way jeopardize client confidentiality in the process. Sub-recipient agencies must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client. Sub-recipient agencies must also obtain a client's permission before sending bills or making phone calls to the client's home and/or place of employment.

Sub-recipient Fee Policy Documentation Requirements

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipient agencies to ensure compliance with the Title X project as it relates to the Fee Policy detailed above.

Sub-recipient agencies must have written documentation (policies and procedures) of the following processes, which must be consistent and demonstrated throughout sub-recipient service sites (e.g., in client records, clinic operations):

- A process that will be used for determining and documenting the client's eligibility for discounted services.
- A process for ensuring that client income verification procedure(s) will not present a barrier to receipt of services.
- A process for updating poverty guidelines and discount schedules.
- A process for annual assessment of client income and discounts.
- A process for informing clients about the availability of the discount schedule.
- A process used for determining the cost of services (e.g., using data on locally prevailing rates and actual clinic costs to develop and update the schedule of fees; frequency for updating the costs of services).
- A process for assuring that financial records indicate client income is assessed and that charges are applied appropriately to recover the cost of services.
- A process for how donations are requested and/or accepted.
- Documentation that demonstrates clients are not pressured to make donations and that donations are not a prerequisite to the provision of services or supplies (e.g., scripts).
- A process for determining whether a minor is seeking confidential services (e.g., question on intake form).
- A process for assessing minor's resources (e.g., income).
- A process for alerting all clinic and billing staff about minor clients who are seeking and receiving confidential services.
- A process for obtaining and/or updating contracts with private and public insurers.
- A process used to assess family income before determining whether copayments or additional fees are charged.
- A process for ensuring that financial records indicate that clients with family incomes between 101%-250% of the FPL do not pay more in copayments or additional fees than they would otherwise pay when the discount schedule is applied.
- A process for identifying third party payers the sub-recipient will bill to collect reimbursements for cost of providing services.

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- A description of safeguards that protect client confidentiality, particularly in cases where sending an explanation of benefits could breach client confidentiality.

II. Definition of A Family Planning Visit

According to the current (2020) Title X Family Planning Annual Report (FPAR), a family planning client is an individual who has at least one family planning encounter during the reporting period (i.e., visits with a medical or other health care provider in which family planning services were provided). The NH FPP considers individuals ages 11 through 64 years to be potentially eligible for family planning services. However, visit definitions are needed to determine who is a family planning client.

Family Planning Visit: a documented contact (either face-to-face in a Title X service site or virtual using telehealth technology) between an individual and a family planning provider of which the primary purpose is to provide family planning and related health services to clients who want to avoid unintended pregnancies or achieve intended pregnancies services.

A virtual family planning encounter uses telecommunications and information technology to provide access to Title X family planning and related preventive health services, including assessment, diagnosis, intervention, consultation, education and counseling, and supervision, at a distance. Telehealth technologies include telephone, facsimile machines, electronic mail systems, videoconferencing, store-and-forward imaging, streaming media, remote monitoring devices, and terrestrial and wireless communications.

Types of Family Planning Visits

1. **Family Planning Encounter With A Clinical Service Provider:** a documented, face-to-face or virtual encounter between a family planning client and a Clinical Services Provider (e.g., physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are appropriately trained in family planning) in which the client is provided (in association with the proposed or adopted method of contraception or treatment for infertility) one or more of the following medical services related to family planning:

    * Pap Smear
    * Pelvic Examination
    * Rectal Examination
    * Testicular Examination
    * Hemoglobin or Hematocrit
    * Pregnancy options counseling
    * Blood Pressure Reading
    * HIV/STI Testing
    * Sterilization
    * Infertility Treatment
    * Preconception Counseling

2. **Family Planning Encounter With An Other Health Care Provider** a documented, face-to-face or virtual encounter between a family planning client and an Other Services Provider (e.g., registered nurses, public health nurses, licensed vocational or

licensed practical nurses [LPNs], certified nurse assistants, health educators, social workers, or clinic aides) in which family planning education or counseling services are provided in relation to contraception (proposed or adopted method), infertility or sterilization. The counseling should include a thorough discussion of the following:

- Reproductive anatomy and physiology
- Infertility, as appropriate
- HIV/STI's
- The variety of family planning methods available, including abstinence and fertility-awareness based methods
- The uses, health risks, and benefits associated with each family planning method
- The need to return for evaluation on a regular basis and as problems are identified

Education and/or counseling related to contraception, infertility or sterilization, which may occur in a group setting on an individual basis, must be face-to-face or virtual contact and documented in the client's medical record in order to be counted as a family planning client.

Laboratory tests, in and of themselves, do not constitute visits of any type. If laboratory testing is performed and there is no other face-to-face or virtual contact between a provider and a client, then the visit cannot be counted. However, if the tests are accompanied by other medical services involving family planning related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility or sterilization, an individual will have had a medical or any other health care provider visit by virtue of such medical services or counseling and/or education and is considered a family planning medical visit.

Pap smears and pelvic examinations in and of themselves constitute a medical visit but not a family planning medical visit. However, if a pap smear and pelvic examination are accompanied by other medical services involving family planning (related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization) **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization, an individual is considered to have had a family planning medical visit.

Once an individual has been determined to be a family planning client, there are a number of required services that must be provided to that client. See the NH FPP *Family Planning Clinical Services Guidelines* for detailed information on the minimum required clinical services.

Examples of Clients Who Are Family Planning Clients

- An eleven-year old who is not sexually active, but is provided with counseling and education regarding reproductive anatomy and physiology can be considered as a family planning client. Counseling and education regarding contraceptive methods and HIV/STI counseling and education should also be provided to such clients if appropriate. According to the Title X legislative mandates and conditions in the notice of grant award (NOA), Title X providers must counsel minors on how to resist sexual coercion; encourage minors to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. In Title X and as with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each clients's needs are, and are indicated in the notes within the client's medical chart.
- An adolescent male who comes in for contraceptive methods education and counseling with his adolescent girlfriend can be counted as a family planning client as long as the client is encouraged to receive other documented Title X required services for males in the future (e.g., sexual history, partner history, and HIV/STI education, testicular self-exam (TSE) education, etc.). According to the Title X legislative mandates and conditions in the NOA, Title X providers must counsel minors on how to resist sexual coercion; encourage minors to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. In Title X and as with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each client's needs are, and are indicated in the notes within the client's medical chart.

- An adult male under 65 years old coming in for a comprehensive preventive health visit can be counted as a family planning client if the client receives contraceptive method education and/or counseling (i.e., condoms) and receives other documented Title X required services for males (e.g., sexual history, partner history, HIV/STI education, testicular exam, etc.).

- An adult male under 65 years old coming in for an HIV/STI visit can be counted as a family planning client if the client receives contraceptive method counseling and/or education (i.e., condoms) and receives other documented Title X required services for males (e.g., sexual history; partner history, and HIV/STI education, etc.). Required testicular exam screening may not occur during the HIV/STI visit, but should be performed if the client comes back for other health care services in the future. The message that condoms can prevent both unintended pregnancy and HIV/STIs must be included as part of the counseling and/or education provided to the client.

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- A male who relies on his partner's method for contraception can be counted as a family planning client if the client receives contraception and preconception counseling, and education on the partner's contraceptive method.
- Sterilized individuals can be counted as family planning clients as long as they are under 65 years old and receive other Title X required services, since such individuals have selected a method of birth control (sterilization). All sub-grantees offering sterilization must obtain informed consent at least 30 days, but no more than 180 days, before the date of sterilization.
- Individuals who are abstinent can be counted as family planning clients as long as they are under 65 years old and receive other Title X required services, since such clients have selected a method of contraception (abstinence).
- A female under 65 years old can be counted as a family planning client if they receive contraception education or counseling and other documented Title X required services for females as appropriate (e.g., sexual history, partner history, HIV/STI education, etc.).
- Pregnant individuals or those who are seen for their late stage pregnancy or post-partum visit can be counted as a family planning client if the client receives contraception education and counseling and/or HIV/STI testing as part of their care.
- Individuals who have a positive pregnancy test result can be counted as a family planning client as long as they receive pregnancy diagnosis and counseling services. Pregnant individuals may be provided with information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination.
- Individuals with a negative pregnancy test can be counted as a family planning client if the client receives contraception education and counseling. In addition, any cause of delayed menses should be investigated.

Examples of Visits That Are Not Considered Family Planning Encounters.

- An individual who receives anonymous HIV counseling, testing, and referral services cannot be counted as a family planning client since the visit cannot be documented and the client does not have a medical record.
- An individual whose reasons for visit does not indicate the need for services related to preventing or achieving pregnancy.

III. Core (Minimum) Family Planning Services

The following services must be charged for on a sliding fee scale, which includes a zero pay category for clients with incomes ≤ 100% of the FPL, and a discount schedule for clients with

family incomes >101% and ≤ 250% of the FPL.

1. Client education must provide all clients with the information needed to: make informed decisions about family planning, use specific methods of contraception and identify adverse effects, perform a breast/testicular self-examination, reduce the risk of HIV/STI transmission, understand the range of available services and the purpose and sequence of clinic procedures, and understand the importance of recommended screening tests and other procedures involved in the family planning visit. Client education must be documented in the client record. All clients should receive education as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning. Education can occur in a group or individual setting.

2. Counseling to assist clients in reaching an informed decision regarding their reproductive health and the choice and continued use of family planning methods and services must be provided for all clients. In addition all clients must receive counseling on, at a minimum, education about HIV infection and STIs, information on risks and HIV/STI infection prevention, and referral services. Documentation of counseling must be included in the client's record. The client's written informed voluntary consent to receive services must be obtained prior to the client receiving any clinical services. In addition, if a client chooses a prescription method of contraception, a method-specific consent form must be obtained and updated routinely at subsequent visits to reflect current information about the method. The signed informed consent form must be kept in the client's record. All clients should receive counseling as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning.

3. Comprehensive history for all clients at initial visit, with updates at subsequent visits, must be obtained. Histories for all clients must include at least the following areas: significant illnesses, hospitalizations, surgery, blood transfusion or exposure to blood products, and acute or chronic medical conditions; allergies; current use of prescription and over-the counter medications; extent of use of tobacco, alcohol, and other drugs; immunization and rubella status; review of systems; pertinent history of immediate family members; and partner history (including injectable drug use, multiple partners, risk history for HIV/AIDs, and sexual orientation). Histories of reproductive functioning in female clients must include at least the following: contraceptive use (past and present); menstrual history; sexual history; obstetrical history; gynecological conditions; history of HIV/STIs; pap smear history; and in utero exposure to DES for clients born between 1940 and 1970. Histories of reproductive function in male clients must include at least the following: sexual history; history of HIV/STIs; and urological conditions.

4. Complete Physical Exam for all clients. For clients, the exam should include (but not required) height and weight, examination of the thyroid, heart, lungs, extremities, breasts, abdomen, and blood pressure evaluation. For female clients, the exam *must* include blood pressure evaluation, breast examination, pelvic examination including vulvar evaluation and bimanual exam, pap smear (for those 21 years old and older), and HIV/STI screening, as indicated. All physical examination and laboratory test

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requirements stipulated in the prescribing information for specific methods of contraception must be followed.

5. Laboratory Tests are required for the provision of specific methods of contraception. Pregnancy testing must be provided onsite and HIV, Chlamydia, Gonorrhea, and Syphilis testing must be provided for all clients upon request or if indicated. The following laboratory procedures must be provided to clients if required in the provision of a contraceptive method: anemia assessment, vaginal wet mount, diabetes (blood sugar) testing, cholesterol or lipid testing, Hepatitis B testing, rubella titer, and urinalysis.

7. Level I Infertility Services must be made available to female and male clients desiring such services. Level I Infertility services includes: initial infertility interview, education, physical examination, counseling, and appropriate referral.

8. Revisit schedules must be individualized based on the client's need for education, counseling, and clinical care beyond that provided at the initial and annual visit. Clients selecting hormonal contraceptives, IUDs, cervical caps, or diaphragms for the first time should be scheduled for a revisit as appropriate after initiation of the method to reinforce its proper use, to check for possible side effects, and to provide additional information or clarification. A new or established client who chooses to continue a method already in use need not return for a revisit unless a need for re-evaluation is determined on the basis of findings at the initial visit.

9. Under the federal Title X law, grants cannot be made to entities that offer only a single method or unduly limited number of family planning methods. Either directly or through referral, all reversible and permanent methods of contraception must be provided, which include barrier methods (female and male), IUDs, fertility awareness based methods, hormonal methods (injectables, implants, oral contraceptives, and emergency contraception) and sterilization. Methods not directly provided at the site should be referred first to another Title X site, if appropriate, and, secondly, elsewhere at an agency with which the site has a formal arrangement with for the provision of the service.

IV SAMPLE DISCOUNT SCHEDULE

The following discount schedule can be used by agencies to help develop their own discount schedule. This discount schedule is a sample and does not necessarily reflect the current FPL.

Annual Income:	100% poverty base numbers	100% Discount 100% of poverty No Fee		Cat 80 101-135% of poverty $25 Fee		Cat 50 136 -185% of poverty $50 Fee	
Family Size:		**From:**	**To:**	**From:**	**To:**	**From:**	**To:**
1	$ 12,060	$ -	$ 12,179.60	$12,180.60	$16,400.60	$16,401.60	$ 22,430.60
2	$ 16,240	$ -	$ 16,401.40	$16,402.40	$22,085.40	$22,086.40	$ 30,205.40
3	$ 20,420	$ -	$ 20,623.20	$20,624.20	$27,770.20	$27,771.20	$ 37,980.20
4	$ 24,600	$ -	$ 24,845.00	$24,846.00	$33,455.00	$33,456.00	$ 45,755.00
5	$ 28,780	$ -	$ 29,066.80	$29,067.80	$39,139.80	$39,140.80	$ 53,529.80
6	$ 32,960	$ -	$ 33,288.60	$33,289.60	$44,824.60	$44,825.60	$ 61,304.60
7	$ 37,140	$ -	$ 37,510.40	$37,511.40	$50,509.40	$50,510.40	$ 69,079.40
8	$ 41,320	$ -	$ 41,732.20	$41,733.20	$56,194.20	$56,195.20	$ 76,854.20
Additional family member	$4,180						

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12/6/2021

Fee Policy Agreement

On behalf of _____, I hereby certify that I have read and understand the
(Agency Name)
Information and Fee Policy as detailed above. I agree to ensure all agency staff and subcontractors working on the Title X project understand and adhere to the aforementioned policies and procedures set forth.

_____

Authorizing Official: Printed Name

_____ _____

Authorizing Official Signature Date

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12/6/2021

SAMPLE

State of New Hampshire
Department of Health & Human Services
Bureau of Population Health and Community Services
Maternal & Child Health Section
Family Planning Program

Family Planning Clinical Services Guidelines
Effective July 1, 2020

<Revised November 1996, November 1997, January 2001, May 2001, October 2004, October 2007, December 2009, December 2010, February 2011, February 2012, April 2014, June 2019, May 2020>

These guidelines detail the minimum required clinical services for Family Planning delegate agencies. They are designed to meet the Title X regulations and Program Guidelines for Project Grants for Family Planning Services, U S. Department of Health & Human Services

Each delegate agency is expected to use these guidelines as minimum expectations for clinical services; the document does not preclude an agency from providing a broader scope of services If an agency chooses to develop full medical protocols, these guidelines will form the foundation reference. Individual guidelines may be quite acceptable with an evidence base. An agency may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited Title X agencies are expected to provide both contraceptive and preventative health services

These guidelines must be signed by all MDs, APRNs, PAs, and nurses, anyone who is providing direct care and/or education to clients The signatures indicate their agreement to follow these guidelines

Approved _____ Date 7/22/2020
Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved _____ Date 7/14/20
Dr. Amy Paris, MD, MS
NH Family Planning Medical Consultant

We agree to follow these guidelines effective July 1, 2019 as minimum required clinical services for family planning.

Sub-Grantee Agency Name

_____

Sub-Grantee Authorizing Signature:

_____

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Name/Title (Please Type Name/Title)	Signature	Date

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Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. **To provide access to a broad range of acceptable and effective family planning methods** and related preventive health services The broad range of services does not include abortion as a method of family planning

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**
   The standard package of services includes·
   - Comprehensive family planning services including. client education and counseling, health history, physical assessment, laboratory testing,
   - Cervical and breast cancer screening,
   - Infertility services provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral *These services must be provided at the client's request*
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery, infant care, foster care, or adoption, and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age,
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

- **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):**
  http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current)
  https://www.cdc.gov/mmwr/volumes/69/wr/mm6914a3.htm?s_cid=mm6914a3_w

  U.S Selected Practice Recommendation for Contraceptive Use, 2016 (or most current). https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm

  CDC STD & HIV Screening Recommendations, 2016 (or most current)
  http://www.cdc.gov/std/prevention/screeningRecc.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current) https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html
  Guide to Clinical Preventive Services, 2014 Recommendations of the U S Preventive Services Task Force
  http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the BPHCS/US DHHS

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**
   - Mandated Reporting as a mandated reporter, the legal requirement to report suspected child abuse or neglect supersedes any professional duty to keep

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information about clients confidential
https://www.dhhs.nh.gov/dphs/holu/documents/reporting-abuse.pdf
- RSA 161-F, 42-57 Adult Protection Law Persons 18 years old and over
- RSA 169-C, Child Protection Act Children under 18 years old.

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**
   - Sexually Transmitted Disease training all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually
   - Family Planning Basics (Family Planning National Training Center). all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning
   - Title X Orientation, Program Requirements for Title X Funded Family Planning Projects· all family planning staff (administrative and clinical) must complete and maintain a training certificate on file https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13)

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The following steps should help the client adopt, change, or maintain contraceptive use:

1 Ensure privacy and confidentiality

2. Obtain clinical and social information including:

a) Medical history

For women:

- Menstrual history
- Gynecologic and obstetric history
- Contraceptive use including condom use
- Allergies
- Recent intercourse
- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as.

- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:

- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc for client or partner(s)
- Pregnancy prevention. current, past, and future contraception options
- Partners number, gender, concurrency of the client's sex partners
- Protection from STD. condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc) by client or partner(s)

3 Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision-making approach

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presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods)

a) Ensure that the client understands
   - Method effectiveness
   - Correct use of the method
   - Non-contraceptive benefits
   - Side effects
   - Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4 Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https //www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix htm#T-4-C.1_down).

5 Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding Document the client's understanding of his or her chosen contraceptive method by using a
   a) Checkbox, or;
   b) Written statement, or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up

6. Provide counseling for returning clients· ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method

7 Counseling adolescent clients should include a discussion on
   a) Sexual coercion. how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence· counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

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A. <u>Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):</u>

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1 Positive Pregnancy Test include an estimation of gestational age so that appropriate counseling can be provided.
   a Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
      - Prenatal care and delivery
      - Infant care, foster care, or adoption
      - Pregnancy termination

   a) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan

3. Negative Pregnancy Test and Seeking Pregnancy counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral Key education points include.
      - Peak days and signs of fertility.
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant.
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine.
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility.

B. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1 For women

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a) Counsel on the need to take a daily supplement containing folic acid
b) Discussion of reproductive life plan.
c) Sexual health assessment screening including screening for sexually transmitted infections as indicated.
d) Other screening services that include
   - Obtain medical history
     - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for pregnancy outcomes and should be optimally managed before pregnancy.
     - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
   - Screen for intimate partner violence
   - Screen for tobacco, alcohol, and substance use
   - Screen for immunization status
   - Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
   - Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
   - Screen for hypertension by obtaining Blood Pressure (BP).
   - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
   - Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women
   - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2 For Men.
a) Discussion of reproductive life plan
b) Sexual health assessment screening
c) Other screening services that include.
   - Obtain medical history
   - Screen for tobacco, alcohol, and substance use
   - Screen for immunization status
   - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
   - Screen for obesity by obtaining height, weight, & BMI
   - Screen for hypertension by obtaining BP
   - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

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- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1 Assess client.
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care.
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4 Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5 Provide STD/HIV risk reduction counseling.

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III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography
- Genital Examination for adolescent males to assess normal growth and development and other common genital findings

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and US OPA, 2014: pp 22- 23):

A **Checklist of family planning and related preventive health services for women:** Appendix B

B **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations In addition, provide comprehensive contraception services as described above to meet family planning guidelines

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines

D. Genetic Screening

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Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities Initial screening includes: family history of client and partner

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016.
  http //www cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC htm
- U S Selected Practice Recommendations for Contraceptive Use, 2016
  https //www cdc gov/mmwr/volumes/65/rr/rr6504a1 htm?s_cid=rr6504a1_w
  - **CDC MEC and SPR are available as a mobile app**
    https //www cdc gov/mobile/mobileapp html
- Bedsider https://www.bedsider.org/
  - Evidence-based resource for contraceptive counseling for patients and providers

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- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152,* September, 2015. (Reaffirmed 2018) https //www acog org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www acog org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program clinical, billing, and policy resources https://www acog org/practice-management/coding
- Contraceptive Technology, Hatcher, et al 21st Revised Edition http //www contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception https //www acog org/patient-resources/faqs/contraception/emergency-contraception
- Condom Effectiveness: http://www cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http //www.uspreventiveservicestaskforce.org
    - U.S. Preventive Services Task Force (USPSTF). Guide to Clinical Preventive Services, 2014 http //www ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018) https //www acog org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http //www.asccp.org
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www asccp org/mobile-app

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- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014 http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Mandated Reporting: https://www.fpntc.org/resources/mandatory-child-abuse-reporting-state-summaries/new-hampshire

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
  - **Available as a mobile app** https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy CDC https://www.cdc.gov/std/ept/default.htm
  - NH DHHS resource on EPT in NH. https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf

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- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A Macones Book | Published in 2017 ISBN (paper): 978-1-61002-087-9 https //ebooks aappublications org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists Obstet Gynecol 2018,132 e197–207. https //www acog org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm org
  - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility Optimizing natural fertility a committee opinion Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52–58
  - Practice Committee of the American Society for Reproductive Medicine Diagnostic evaluation of the infertile female: a committee opinion Fertil Steril 2015 Jun;103(6):e44-50 doi: 10.1016/j.fertnstert 2015.03 019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www acog org/clinical/clinical-guidance/committee-opinion/articles/2019/01/prepregnancy-counseling

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www acog.org Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018 Can be purchased by Phone. (800) 762-2264 or (770) 280-4184, or through the Online bookstore. https //sales acog org/2019-Compendium-of-Selected-Publications-USB-Drive-P498 aspx

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- American Cancer Society http //www.cancer.org/
- Agency for Healthcare Research and Quality http //www ahrq.gov/clinic/cpgsix htm
- Partners in Information Access for the Public Health Workforce phpartners.org/ph_public/
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http.//www whijournal com
- American Medical Association, Information Center http //www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http //www hrsa gov/index html
- "Reproductive Health Online (Reproline)", Johns Hopkins University http //www reprolineplus org
- National Guidelines Clearinghouse (NGCH) http //www guideline.gov
- Know & Tell, child abuse and neglect Information and trainings: https://knowandtell org/

Additional Resources:

- American Society for Reproductive Medicine: http //www asrm org
- Centers for Disease Control & Prevention A to Z Index, http //www cdc.gov/az/b html
- Emergency Contraception Web site http //ec princeton edu/
- Office of Population Affairs. http://www hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Title X Community Participation, Education and Project Promotion

Section: Maternal & Child Health Sub Section(s): Family Planning Program Version: 2.0

Effective Date: [July 1, 2021] Next Review Date: [July 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	Code of Federal Regulations 42 CFR 59.6(a) ecfr.gov

This set of policies describe the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with Community Participation, Education and Project promotion requirements under the Title X Project. The following are covered in this section:

- Advisory Committee & Informational & Educational Materials Review and Approval
- Collaborative Planning and Community Engagement
- Community Awareness and Education

I. Advisory Committee and Informational & Educational Materials

Advisory Committee

Sub-recipients must have an Advisory Committee to provide an opportunity for participation in the development, implementation and evaluation of the project by persons broadly representative of all significant elements of the population served and by persons in the community knowledgeable about the community's needs for family planning services [42 CFR 59.5(b)(10)].

The Advisory Committee must:

- Consist of no fewer than five members and up to as many members the recipient determines
  - *The size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office (42 CFR 59.6(b)(1)).*
  - Helpful Tip: Possessing more than five members will allow for continued compliance and allot more time for member recruitment if someone chooses to leave the committee.
- Include individuals broadly representative of the population or community that is to be served by the sub-recipient agency (in terms of demographic factors such as race, ethnicity, color, national origin, disability, sex, sexual orientation, gender identity, age, marital status, income, geography, and including but not limited to individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

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- Meet regularly (in-person or virtually) to oversee the agency's Title X project, including the review and approval of informational and educational (I&E) materials (print and electronic).

A board or committee that is already in existence can be used for the purpose of the Advisory Committee and/or I&E Committee as long as it meets the requirements. Check with local health department staff, agency upper management, community groups, or organizations (e.g., school-based health centers; public health advisory; alcohol and drug programs). *Note: In-house agency staff cannot serve as committee members.*

Informational & Educational (I&E) Materials Review and Approval

The Title X Grantee (Department of Health and Human Services, Division of Public Health Services, NH Family Planning Program (NH FPP)) delegates the I&E operations for the review and approval of materials to sub-recipient agencies; however, oversight of the I&E committee(s) and review process rests with the NH FPP. The NH FPP will ensure that sub-recipients and service sites adhere to all Title X I&E materials review and approval requirements.

Responsibility for Review and Approval

All I&E materials (print and electronic) developed or made available under the Title X Project must be reviewed and approved by the sub-recipient Advisory Committee prior to their distribution. If the Advisory Committee chooses it can delegate it's I&E functions and responsibilities to a separate I&E Committee; however the final responsibility of all I&E materials still lies with the Advisory Committee. *If a separate I&E Committee is used, it must consist of no few than five members that are broadly representative of the population or community for which the I&E materials are intended.*

The responsible committee (I&E or Advisory) may delegate responsibility for the review of the factual, technical, and clinical accuracy of all I&E materials developed or made available under the Title X-funded project to appropriate project staff (e.g., RN, NP, CNM). If this function is delegated to appropriate project staff, the responsible committee must still then oversee operations and grant final approval.

<u>The following language may be used for the purpose of member recruitment or orientation</u>:

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution to the community.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

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Material Review and Approval Process

The responsible committee must review and approve all I&E materials (print and electronic) developed or made available under the project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency with the purposes of Title X (Section 1006(d)(1), PHS Act; 42 CFR 59.6(a)). Thereafter, **all materials being distributed or made available under the Title X project must be reviewed and re-approved or expired on an annual basis.**

The following criteria must be used for reviewing and approving materials to ensure that the above requirements are fulfilled:

- Consider the educational, cultural, and diverse backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct, medically accurate, culturally and linguistically appropriate, inclusive and trauma informed;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

Committee meetings specifically for I&E material review and approval are not required, but strongly recommended. The committee may choose to meet in-person or via conference calls, or may communicate by e-mail, phone, fax or mail for each material's review.

Documentation Requirements for Advisory Committee and I&E Materials

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipients to ensure compliance with the Title X project as it relates to the Advisory Committee and the review and approval of I&E materials.

1.) **I&E Master List Requirement.** On an annual basis, sub-recipients will be required to submit a comprehensive master list of I&E materials that are currently being distributed or are available to Title X clients. The list must include the date of approval, which must be within one year from the date the I&E master list is due to be submitted.
2.) **Policies and Procedures.** Sub-recipients must have written documentation that outlines their process for conducting material reviews, which must include:
   - A process for assessing that the content of I&E materials is factually correct, medically accurate, culturally and linguistically appropriate, inclusive, and trauma informed, and how it is ensured by the committee or appropriate project staff.
   - Criteria and procedures the committee members will use to ensure that the materials are suitable for the population and community for which they are intended.
   - Processes for reviewing materials written in languages other than English.
   - How review and approval records will be maintained.
   - How old materials will be expired.

- Process to document compliance with the membership size requirement for the Advisory Committee (updated lists/rosters, meeting minutes).
- How the Advisory Committee provides oversight and final approval for I&E materials, if this responsibility is delegated.
- Process to document that the I&E/Advisory Committee is/are active (meeting minutes).
- Process for selecting individuals to serve on the I&E/Advisory Committee(s) to ensure membership is broadly representative of the population/community being served.
- Process for documenting compliance with all I&E/Advisory Committee requirements (meeting minutes, review form used).

II. Collaborative Planning and Community Engagement

Sub-recipients must establish community engagement plans that ensure individuals who are broadly representative of all significant elements of the population served, and those who are knowledgeable about the community's needs for family planning services, will participate in developing, implementing, and evaluating the Title X project (42 CFR 59.5(b)(10)).

A community participation committee must be identified to serve the community engagement function. The I&E/Advisory committee may be used to fulfill this function or a separate group may be identified, so long as it meets the requirements. The community participation committee must meet annually or more often as appropriate.

Suggestions for Collaborative Planning and Community Engagement:

- Conduct routine community needs assessments and/or joint community needs assessments with community partners where service areas overlap.
- Administer client satisfaction surveys and use results for program planning.
- Collect feedback from clients through social media platforms.
- Develop mechanism for obtaining feedback from community members on agency Title X services and materials. Mechanisms may include a community advisory committee, youth advisory committee, or patient advisory committee.
- Present at community meetings and solicit feedback.
- Conduct a survey with community partners (mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations).
- Conduct focus groups with clients or community partners.
- Problem solve at service sites (e.g., determine how to increase male services; solve a "no show" problem; improve customer service).
- Offer feedback about your family planning program strengths and suggest areas needing improvement. Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

Sub-recipients must establish within policies and procedures:

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- A process by which diverse community members (identified through needs assessment) will be involved in efforts to develop, assess, and/or evaluate the family planning project.
- A process for documenting community engagement activities (reports, meeting minutes).
- A process to document the committee is active (meeting minutes).

III. Community Awareness and Education

Each family planning project must establish and implement planned activities to facilitate community awareness of and access to family planning services through the provision of community information and education programs. Sub-recipients must provide for community education and participation programs which should serve to "achieve community understanding of the objectives of the project, inform the community of the availability of services, and promote continued participation in the project by persons to whom family planning services may be beneficial" (42 CFR 59.5(b)(3)). The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy. The community participation committee described above can be utilized to execute the functions and operations of this requirement.

Sub-recipients must establish within policies and procedures:

- A process for assessing community awareness of and need for access to family planning services.
- A process for documenting implementation and evaluation of plan activities.
- A community education and service promotion plan that:
    - states that the purpose is to achieve community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial,
    - promotes the use of family planning among those with unmet need,
    - utilizes an appropriate range of methods to reach the community, and
    - includes an evaluation strategy.

Suggestions for Community Awareness and Education Activities:

- Community Presentations (e.g., providing education at a local school on a reproductive health topic).
- Attending community events to provide health education to attendees (e.g., tabling events, community meetings).
- Conduct presentations to inform community partners ((mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations) of services, locations, and hours.
- Meet with community partners and coalitions to discuss family planning program and potential referral opportunities.

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- Post up-to-date program information at a range of community venues, including virtual platforms (websites, social media, etc.).
- Distribute and post flyers.
- Distribute program information at community events (e.g., tabling events).

Community Participation, Education, and Project Promotion Agreement

On behalf of _____, I hereby certify that I have read and understand this
(Agency Name)

policy regarding Community Engagement, Education, and Project Promotion as detailed above.

I agree to ensure all agency staff and subcontractors working on the Title X project understand

and adhere to the aforementioned policies and procedures set forth.

_____

Printed Name

_____ _____

Signature Date

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NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC). Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 20XX, the following targets have been set:

1a. ____ clients will be served
1b ____ clients <100% FPL will be served
1c. ____ clients <250% FPL will be served
1d. ____ clients <20 years old will be served
1e. ____ clients on Medicaid will be served
1f. ____ male clients will be served

SFY XX Outcome		
1a.	____	Clients served
1b	____	Clients <100% FPL
1c.	____	Clients <250% FPL
1d.	____	Clients <20 years old
1e.	____	Clients on Medicaid
1f.	____	Clients – Male
1g.	____	Women <25 years old positive for Chlamydia

Through June 20XX, the following targets have been set:

1a. ____ clients will be served
1b ____ clients <100% FPL will be served
1c. ____ clients <250% FPL will be served
1d. ____ clients <20 years old will be served
1e. ____ clients on Medicaid will be served
1f. ____ male clients will be served

SFY XX Outcome		
1a.	____	Clients served
1b	____	Clients <100% FPL
1c.	____	Clients <250% FPL
1d.	____	Clients <20 years old
1e.	____	Clients on Medicaid
1f.	____	Clients – Male
1g.	____	Women <25 years old positive for Chlamydia

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Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods..

By August 31, 20XX 100% of sub-recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years old. (*Performance Measure #5*)

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 20XX.

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

By August 31, 20XX, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients. (*Performance Measure #6)*

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 20XX.

Goal 4: Provide appropriate education and networking to ensure vulnerable populations are aware of the availability of family planning services and to inform public audiences about Title X priorities.

By August 31st, of each SFY, sub-recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services. (*Performance Measure #7)*

☐ Sub-recipient provides grantee a copy of completed outreach & education report by August 31, 20XX.

☐ Sub-recipient provides grantee a copy of completed outreach & education report by August 31, 20XX.

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Goal 5: The NH FPP program will assure sub-recipient agencies are providing appropriate training and technical assistance to ensure Title X family planning staff (e.g., any staff with clinical, administrative and/or fiscal responsibilities) are aware of federal guidelines, program priorities, and new developments in reproductive health and that they have the skills to respond.

By August 31st of each SFY, sub-recipients will submit an annual training report for clinical & non-clinical staff that participated in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines. (*Performance Measure #8)*

☐ Sub-recipient provides grantee a copy of completed annual training report by August 31, 20XX.

☐ Sub-recipient provides grantee a copy of completed annual training report by August 31, 20XX.

Goal 6: Provide counseling for minors that encourages delaying the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors' policy for review and approval within 30 days of Governor and Council Approval

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure:** The percent of female family planning clients < 25 years old screened for chlamydia infection.
- **Performance Measure:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

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Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY XX & FY XX. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. *Each objective should be Specific, Measurable, Achievable, Realistic, and Time-phased (SMART).* Each objective must be related and contribute directly to the accomplishment of the stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. *Note:* Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether or not the planned activities were effective (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

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Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement

Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate.
Care Management Team	2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data)
	3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate.
Clinical Teams	4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc.
Behavioral Health and LCSW staff	5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops.
SWAP materials and SWAP	6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
Self-Management Programs and Tools	1. Director of Quality will analyze data semi-annually to evaluate performance.
	2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
Care Management Team	3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
EHR	
	EVALUATION ACTIVITIES
Transitions of Care template documentation	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization
	2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.
Access to local Hospital data	

Program Goal: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.	
Performance Measure: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX.* _____ Target/Objective Met **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective Not Met **Narrative for Not Meeting Target**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* **Revised Work Plan Attached** (Please check if work plan has been revised)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX* _____ Target/Objective Met **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective Not Met **Narrative for Not Meeting Target**: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year*	

Program Goal: ***To promote the availability of STD screening per CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy***	
Performance Measure: The percent of female family planning clients <25 years old screened for chlamydia infection	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
•	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX* ____ Target/Objective Met **Narrative:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* ____ Target/Objective Not Met **Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan:** *Explain what your agency will do (differently) to achieve target/objective for next year.* ____ Revised Work Plan Attached (Please check if work plan has been revised)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX* ____ Target/Objective Met **Narrative:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* ____ Target/Objective Not Met **Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan:** *Explain what your agency will do (differently) to achieve target/objective for next year*	

Program Goal: *Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.*	
Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
Project Objective:	
INPUT/RESOURCES	PLANNED ACTIVITIES
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX* _____ Target/Objective Met Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective Not Met Narrative for Not Meeting Target: Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ Revised Work Plan Attached (Please check if work plan has been revised)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX* _____ Target/Objective Met Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective Not Met Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*	

NH Family Planning Reporting Calendar SFY 22-24

Due within *30 days* of G&C approval: • SFY 2021 Clinical Guidelines signatures • FP Work Plan	
SFY 22 (January 1, 2022 – December 31, 2023)	
Due Date:	**Reporting Requirement:**
January 14, 2022 *ONLY FOR THOSE WHO WERE A TITLE X SUB-RECIPIENT FROM JANUARY 1, 2021-JUNE 30, 2021	FPAR Reporting: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
March 11, 2022	Sliding Fee Scales/Discount of Services
April 8, 2022	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 6, 2022	Pharmacy Protocols/Guidelines
May 27, 2022	I&E Material List with Advisory Board Approval Dates
SFY 23 (July 1, 2022- June 30, 2023)	
Due Date:	**Reporting Requirement:**
July 8, 2022	Public Health Sterilization Records (April-June)
July 15, 2022	Clinical Guidelines Signatures
July – August 2022 (official date TBD)	STD Webinar Signatures
October 7, 2022	Public Health Sterilization Records (July-September)
January 13, 2023	Public Health Sterilization Records (October - December)
January 13, 2023	FPAR Reporting: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
January 31, 2023	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT)
March 10, 2023	Sliding Fee Scales/Discount of Services
April 14, 2023	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 5, 2023	Pharmacy Protocols/Guidelines
May 26, 2023	I&E Material List with Advisory Board Approval Dates
SFY 24 (July 1, 2023 – June 30, 2024) ***contract ends on December 31, 2023***	
July 14, 2023	Clinical Guidelines Signatures (effective July 1, 2023)
July – August 2023 (official date TBD)	STD Webinar Signatures
October 6, 2023	Public Health Sterilization Records (July-September)

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January 12, 2024	FPAR Reporting: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
January 31, 2024	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT)

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

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New Hampshire Planning Program	
Family Planning Annual Report (FPAR) Existing Data Elements	**Proposed FPAR 2.0 Additional Data Elements**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Contraceptive provision method (prescription, referral)
Breast Exam	Counseling to achieve pregnancy provided
CBE Referral	CT performed at visit
Chlamydia Test (CT)	CT Test Result
Contraceptive method initial	Date of Last HIV test
Contraceptive method at exit	Date of Last HPV Co-test
Date of Birth	Date of Pap Tests Last 5 years
English Proficiency	Diastolic blood pressure
Ethnicity	Ever Had Sex
Gonorrhea Test (GC)	Facility Identifier
HIV Test – Rapid	GC performed at visit
HIV Test – Standard	GC Test Result
Household Family Size	Gravidity
Medical Services	Height
Office Visit – new or established patient	HIV test performed at visit
Pap Test	HIV Referral Recommended Date
Patient Number	HIV Referral Visit Completed Date
Preconception Counseling	HPV test performed at visit
Pregnancy Status	HPV Test Result
Pregnancy Test	Method(s) Provided At Exit
Primary Contraceptive Method	Parity
Primary Reimbursement	Pap Test in the last 5 years
Principle Health Insurance Coverage	Pregnancy Future Intention
Procedure Visit Type	Pregnancy Status Reporting
Provider Role (e.g., MD, CNM, NP)	Reason for no contraceptive method at intake
Race	Sex in the last 12 Months
Reason for no method at exit	Sex in the last 3 Months
Syphilis test result	Smoking status
Site	Systolic blood pressure
Visit Date	Syphilis test performed at visit
Zip code	Weight

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Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY XX Outcome
1a. _____ clients served
1b. _____ clients <100% FPL
1c. _____ clients <250% FPL
1d. _____ clients <20years of age
1e. _____ clients on Medicaid
1f. _____ male clients
1g._____ women <25 years of age positive for chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of family planning clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of family planning clients under 250% FPL.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of family planning clients under 20 years of age.

Goal: To increase access to reproductive services to adolescents.

Definition: **Numerator:** Total number of clients under 20 years of age served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

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Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of family planning clients that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services to Medicaid clients.

Definition: **Numerator:** Number of clients that used Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of family planning male clients.

Goal: To increase access to reproductive services to males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 years old screened for chlamydia that tested positive.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of women <25 years old that tested positive for chlamydia.

Denominator: The total number of women <25 years old screened for chlamydia.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who received preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

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Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < 25 years old screened for chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25 years old.

Denominator: Total number of female clients < 25 years old.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.

Goal: To improve utilization of most and moderately effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) (implants or intrauterine devices systems (IUD/IUS)) method.

Goal: To improve utilization of LARC methods to reduce unintended pregnancy.

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Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods, including abstinence, to prevent unintended pregnancy, STDs and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure requires for meetings (in-person and/or virtual) with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. *All sites are required to make one contact annually with the local DCYF office.* **Please be very specific in describing the outcomes of the linkages you were able to establish.**

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SAMPLE:

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure requires the family planning delegate to submit an annual training report for clinical & non-clinical staff that participate in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

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12/6/2021

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES FUNDING POLICY

Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: [INSERT DATE] Next Review Date: [INSERT DATE]

Approved by:	HALEY JOHNSTON
Authority	NH Department of Health and Human Services, Division of Economic and Housing Supports

The purpose of this policy is to describe the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with proper utilization of the Temporary Assistance for Needy Families (TANF) funding awarded by the NH Department of Health and Human Services, NH Division of Public Health Services, and as administered and required by the U.S Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Office of Family Assistance (OFA).

I. TANF Funding Policy

Temporary Assistance for Needy Families (TANF) funding must only be utilized by sub-recipients for family planning program outreach and promotional activities or events that support knowledge of and access to family planning services by populations in need. Outreach and promotional activities/events may include, but are not limited to:

- Outreach coordination.
- Community table events.
- Social media.
- Outreach to schools.

Sub-recipients should produce a plan that documents a promotional strategy and marketing campaign that includes identification of populations in need of family planning services, details activities and projects for reaching the target population and specifies evaluation measures. ***Sub-recipients must submit an Outreach & Education Report on an annual basis on August 31 of each contract year or as requested by the NH FPP.***

Outreach efforts must be specific to the NH family planning program and sub-recipients must not report any outreach efforts conducted by any other program within their organization.

Suggestions for TANF-funded promotional activities/events:

- Community Presentations (e.g., providing education at a local school on a reproductive health topic)

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- Attend community events to provide health education to attendees (e.g., tabling events, community meetings).
- Distribute program information at community events (e.g., tabling events).
- Conduct presentations to inform community partners (mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations) of services, locations, and hours.
- Meet with community partners and coalitions to discuss the family planning program and potential referral opportunities.
- Post up-to-date program information at a range of community venues, including virtual platforms (e.g., websites, social media).
- Distribute and post flyers.
- Create and post social media to promote family planning services.

TANF Funding Policy Agreement

On behalf of _____, I hereby certify that I have read and understand the
(Agency Name)
TANF Funding Policy as detailed above. I agree to ensure all agency staff and subcontractors working on the Title X project understand and adhere to the aforementioned policies and procedures set forth.

_____

Authorizing Official: Printed Name

_____ _____

Authorizing Official Signature Date

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12/6/2021