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

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
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June 17, 2019

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 exercise a **retroactive** renewal option and amend agreements with the vendors listed below for the provision of Early Intervention Services for Human Immunodeficiency Virus by increasing the price limitation by \$392,500 from \$440,000 to \$832,500, effective **retroactive** to June 30, 2019 effective upon Governor and Executive Council approval through June 30, 2021. 17% Federal Funds and 83% Other Funds

The agreements were originally approved by the Governor and Council on June 21, 2017 (Item #50).

Vendor	Address	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
Equality Health Center	38 South Main Street, Concord, NH 03301	\$165,000	\$150,000	\$315,000
Planned Parenthood of Northern New England	84 Hercules Drive, Suite 101, Colchester, VT 05446	\$275,000	\$242,500	\$517,500
TOTAL:		\$440,000	\$392,500	\$832,500

Funds are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

05-095-90-902510-2229, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

Equality Health Center

State Fiscal Year	Class	Title	Activity	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
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SFY 2017	102-500731	Contracts for Program Services	90024611	\$9,375	\$0.00	\$9,375
SFY 2018	102-500731	Contracts for Program Services	90024611	\$63,750	\$0.00	\$63,750
SFY 2019	102-500731	Contracts for Program Services	90024611	\$63,750	\$0.00	\$63,750
SFY 2020	102-500731	Contracts for Program Services	90024611	\$0.00	\$60,000	\$60,000
SFY 2021	102-500731	Contracts for Program Services	90024611	\$0.00	\$60,000	\$60,000
			Subtotal	\$136,875	\$120,000	\$256,875

Planned Parenthood of Northern New England

State Fiscal Year	Class	Title	Activity	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2017	102-500731	Contracts for Program Services	90024611	\$15,625	\$0.00	\$15,625
SFY 2018	102-500731	Contracts for Program Services	90024611	\$106,250	\$0.00	\$106,250
SFY 2019	102-500731	Contracts for Program Services	90024611	\$106,250	\$0.00	\$106,250
SFY 2020	102-500731	Contracts for Program Services	90024611	\$0.00	\$106,250	\$106,250
SFY 2021	102-500731	Contracts for Program Services	90024611	\$0.00	\$106,250	\$106,250
			Subtotal	\$228,125	\$212,500	\$440,625

05-095-90-902510-7536, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HIV/STD PREVENTION

Equality Health Center

State Fiscal Year	Class	Title	Activity	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2017	102-500731	Contracts for Program Services	90024000	\$5,625	\$0.00	\$5,625
SFY 2018	102-500731	Contracts for Program Services	90024000	\$11,250	\$0.00	\$11,250
SFY 2019	102-500731	Contracts for Program Services	90024000	\$11,250	\$0.00	\$11,250
SFY 2020	102-500731	Contracts for Program Services	90024000	\$0.00	\$15,000	\$15,000
SFY 2021	102-	Contracts for	90024000	\$0.00	\$15,000	\$15,000

	500731	Program Services				
			Subtotal	\$28,125	\$30,000	\$58,125

Planned Parenthood of Northern New England

State Fiscal Year	Class	Title	Activity	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2017	102-500731	Contracts for Program Services	90024000	\$9,375	\$0.00	\$9,375
SFY 2018	102-500731	Contracts for Program Services	90024000	\$18,750	\$0.00	\$18,750
SFY 2019	102-500731	Contracts for Program Services	90024000	\$18,750	\$0.00	\$18,750
SFY 2020	102-500731	Contracts for Program Services	90024000	\$0.00	\$15,000	\$15,000
SFY 2021	102-500731	Contracts for Program Services	90024000	\$0.00	\$15,000	\$15,000
			Subtotal	\$46,875	\$30,000	\$76,875
			Total	\$440,000	\$392,500	\$832,500

EXPLANATION

This request is **retroactive** because of the need for individuals to have access to HIV testing and appropriate referrals to care for HIV Pre-Exposure Prophylaxis services and additional delays occurred due to the volume of new contracts being processed by the Department.

The purpose of this request is to continue providing Early Intervention Services for individuals who are unaware of their Human Immunodeficiency Virus (HIV) status in order to provide referrals to prevention services as well as referrals to HIV care services.

The Contractors have consistently developed and implemented an Early Intervention Service (EIS) Program which includes HIV testing, targeted counseling services, referral services as well as health education to assist clients in navigating the HIV system of care. Additionally the vendor will continue to research and adopt an EIS campaign focused on increased uptake of Pre Exposure Prophylaxis (PrEP) among vulnerable populations.

Approximately 150 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1 that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

The Department of Public Health Services, Bureau of Infectious Disease Control works to protect the health of New Hampshire residents by developing and implementing public health interventions to minimize further transmission of disease, and educating individuals to enhance disease prevention efforts. These services have led to an increase in the number of New Hampshire residents who are made aware of their HIV status allowing them the opportunity to be referred to care. In addition, individuals who are at high risk of acquiring HIV have been provided with referrals to

prevention services. These services are designed to reduce individuals contracting HIV as well as lowering the transmission of the virus to others.

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

- 90% of HIV test results performed on the EIS Population will be returned to clients within 30 days of testing date;
- 95% of newly identified, confirmed HIV positive test results will be returned to clients within 3 business days
- 95% of newly identified HIV positive cases referred to medical care will attend their first medical appointment within 30 days of receiving a positive test result;

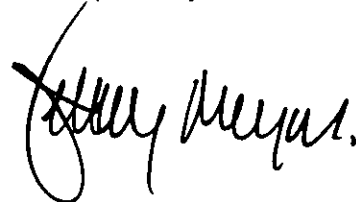
Should the Governor and Executive Council not approve this request, individuals may not have access to HIV testing and appropriate referrals to care for HIV Pre-Exposure Prophylaxis services which may increase the transmission of disease throughout New Hampshire.

Area Served: Statewide

Source of Funds: 17% Federal Funds from Centers for Disease Control and Prevention and 83% Other Funds from Pharmaceutical Rebates

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



New

**Hampshire Department of Health and Human Services
Early Intervention Services for Human Immunodeficiency Virus**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Early Intervention Services for Human Immunodeficiency Virus**

This 1st Amendment to the Early Intervention Services for Human Immunodeficiency Virus contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Equality Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 38 South Main Street, Concord NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #50), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract 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, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$315,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A, Amendment #1 Scope of Services.
6. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 3 and replace with:
 3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 through Exhibit B-5, Budget Sheet.



New

**Hampshire Department of Health and Human Services
Early Intervention Services for Human Immunodeficiency Virus**

7. Add Exhibit B-4, Budget Sheet, Amendment #1
8. Add Exhibit B-5, Budget Sheet, Amendment #1



New

**Hampshire Department of Health and Human Services
Early Intervention Services for Human Immunodeficiency Virus**

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

State of New Hampshire
Department of Health and Human Services

6/3/19
Date

Lisa Morris
Lisa Morris:
Director:

Equality Health Center

May 30, 2019
Date

Dalia M Vidunas
Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of NH, County of Herrimack on 5/30/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above. only Dalia M. Vidunas

Sidoun
Signature of Notary Public or Justice of the Peace

Notary
Name and Title of Notary or Justice of the Peace

SOUAD F. DERAOU
Notary Public - New Hampshire
My Commission Expires September 21, 2021

My Commission Expires: Sept 21-2021



New

**Hampshire Department of Health and Human Services
Early Intervention Services for Human Immunodeficiency Virus**

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

OFFICE OF THE ATTORNEY GENERAL

6/6/19
Date

Lisa M. English
Name: *Lisa M English*
Title: *Special Attorney*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A, Amendment #1

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

2. Scope of Services

- 2.1 The Contractor shall continue implementation of an Early Intervention Service Program following the Department's New Hampshire Ryan White Program Standards of Care for EIS and the Centers for Disease Control and Prevention Routine HIV Testing Guidelines (2006).
- 2.2 The Contractor shall deliver an Early Intervention Service Program that includes but are not limited to:
 - 2.2.1 Routine HIV Testing and Targeted Counseling;
 - 2.2.2 Referral Services;
 - 2.2.3 Linkage to Care; and
 - 2.2.4 Outreach Services and Health Education/Risk Reduction related to HIV diagnosis.
- 2.3 The Contractor shall provide HIV testing activities including but not limited to:
 - 2.3.1 Utilizing all available insurance coverage options for HIV testing, NH DPHS shall be the payer of last resort.



**New Hampshire Department of Health and Human Services
Early Intervention Services for Human Immunodeficiency Virus**

Exhibit A, Amendment #1

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- 2.3.2 Ordering HIV rapid test and specimen collection kits from the Department.
 - 2.3.3 Providing HIV testing in health care settings that are simple, accessible, and straight forward and minimizes client barriers.
 - 2.3.4 Providing HIV testing utilizing 4th generation HIV testing technology for those individuals who meet the criteria of a recent exposure to HIV, and rapid HIV testing technology for all others in accordance with CDC screening and treatment guidelines to the priority populations.
 - 2.3.5 Completing the specimen collection for the HIV test, upon consent of the individual and in accordance with Department policy.
 - 2.3.6 Submitting specimens within seventy two (72) hours of specimen collection, in accordance with Department requirements, to the Department's Public Health Laboratories for testing and detection of HIV.
 - 2.3.7 Completing Department approved training for the operation of the rapid test technology, data collection, and counseling and referral services.
 - 2.4 The Contractor shall provide patient follow-up after HIV testing including but not limited to:
 - 2.4.1 Notifying the Department's Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS) by telephone, either speaking directly to a person or leaving a confidential voicemail, of all HIV preliminary positive test results no later than 4:00 p.m. the following business day after the day of testing.
 - 2.4.2 Assisting the Department's IDPICSS in connecting with patients who have a positive HIV diagnoses for the purpose of eliciting, identifying and locating information on sexual and/or needle sharing partners.
 - 2.5 The Contractor shall refer individuals who test positive for HIV including, to linkages to care, including but not limited to:
 - 2.5.1 Creating a protocol that outlines the process the Contractor will use when referring clients to medical care for additional medical services.
 - 2.5.2 Outlining the process, the Contractor will use to refer HIV positive clients to medical care, ensuring the client attends the first medical appointment, and confirm that the client's first medical appointment was completed.
 - 2.5.3 Outlining the contents to include documenting that the client attended their first medical appointment with a HIV medical care provider.
 - 2.5.4 Outlining the process for when there is a waitlist for a client being referred to a medical care provider.
 - 2.6 The Contractor shall provide Outreach Services and Health Education/Risk Reduction related to HIV Diagnosis, to be approved by the Department, per DPHS EIS Standards of Care.
 - 2.7 The Contractor shall research and adopt an EIS campaign focused on increased uptake of Pre Exposure Prophylaxis (PrEP) among vulnerable populations.



New Hampshire Department of Health and Human Services
Early Intervention Services for Human Immunodeficiency Virus

Exhibit A, Amendment #1

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- 2.8 The Contractor shall develop policies and procedures for service delivery of all four components of Early Intervention Services per DPHS Standards of Care including but not limited to: developing policies and procedures to fully adopt the Centers for Disease Control and Prevention Guidelines for Routine HIV Testing.

3. Staffing Requirements

- 3.1 The Contractor shall identify one staff person as the primary agency staff person to serve as the DPHS point of contact to ensure alternate point of contact. These individuals will be responsible for ensure all required reporting is timely, complete and will respond to any DPHS staff inquires.
- 3.2 The Contractor shall provide sufficient staff to perform all tasks specified in the Section 2 above. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area.
- 3.3 The Contractor shall assure that staff who perform testing services are properly trained in using the test technology and any necessary pre and posttest counseling that may be required.
- 3.4 The Contractor shall comply with the Department's security and confidentiality guidelines related to all protected health information, such as but not limited to the Health Insurance Portability Act Business Associate Agreement.
- 3.5 The Contractor shall comply with New Hampshire Administrative Rule He-P 301.02 Reportable Diseases.

4. Reporting Requirements

- 4.1 The Contractor shall submit all required documentation related to HIV testing and counseling on appropriate forms supplied by the Department for each client supported by these funds.
- 4.2 The Contractor shall submit all client visits and testing data collection forms within thirty (30) days of specimen collection.
- 4.3 The Contractor shall maintain ongoing medical records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the Department upon request.
- 4.4 The Contractor shall review all documentation for completeness and adhere to reporting protocols to ensure quality data per He-P 301.02.
- 4.5 The Contractor shall submit a quarterly report, in a format approved by the Department, that outlines program implementation progress, challenges, performance measures and spending.
- 4.6 The Contractor shall complete EIS HIV testing forms for all test kits purchased by the Department.



New Hampshire Department of Health and Human Services
Early Intervention Services for Human Immunodeficiency Virus

Exhibit A, Amendment #1

5. Performance Measures

- 5.1 The Contractor shall, at a minimum, meet the following performance measures:
- 5.1.1 Performance Measure #1: To ensure that eligible EIS clients who are tested for HIV receive their results in an appropriate timeframe as follows;
 - 5.1.1.1 Target: 90% of HIV test results performed on the EIS Population will be returned to clients within 30 days of testing date;
 - 5.1.1.2 Numerator: The number of HIV test results among the clients that fall within the EIS population returned within 30 days of the test date; and
 - 5.1.1.3 Denominator: The number of HIV tests performed on EIS clients that fall within the HIV target population.
 - 5.1.1.4 Data Source: Contractor shall track data independently and report in the aggregate, on the quarterly report outlined in 4.5.
 - 5.1.2 Performance Measure #2: To ensure that EIS clients who test positive for HIV receive their test results in appropriate time frames as follows:
 - 5.1.2.1 Target: 95% of newly identified, confirmed HIV positive test results will be returned to clients within 3 business days;
 - 5.1.2.2 Numerator: The number of newly identified, confirmed HIV positive test results returned to clients within 3 business days of the test date; and
 - 5.1.2.3 Denominator: The number of newly identified, confirmed HIV positive test results.
 - 5.1.2.4 Data Source: Contractor shall track data independently and report in the aggregate, on the quarterly report outlined in 4.5.
 - 5.1.3 Performance Measure #3: To ensure that clients who test positive for HIV receive timely access to appropriate medical care services as follows:
 - 5.1.3.1 Target: 95% of newly identified HIV positive cases referred to medical care will attend their first medical appointment within 30 days of receiving a positive test result;
 - 5.1.3.2 Numerator: The number cases referred to medical care that attend their first medical appointment within 30 days of receiving a positive test result; and
 - 5.1.3.3 Denominator: The number of newly identified HIV positive cases that are referred to medical care services.
 - 5.1.3.4 Data Source: Contractor shall track data independently and report in the aggregate, on the quarterly report outlined in 4.5.

Exhibit B-4, Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name Equality Health Center, Concord, NH

Budget Request for:

Budget Period: 7/1/19-6/30/20

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 45,350.00	\$ -	\$ 45,350.00	\$ -	\$ -	\$ -	\$ 45,350.00	\$ -	\$ 45,350.00
2. Employee Benefits	\$ 13,100.00	\$ -	\$ 13,100.00	\$ -	\$ -	\$ -	\$ 13,100.00	\$ -	\$ 13,100.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 340.00	\$ -	\$ 340.00	\$ -	\$ -	\$ -	\$ 340.00	\$ -	\$ 340.00
Lab	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 425.00	\$ -	\$ 425.00	\$ -	\$ -	\$ -	\$ 425.00	\$ -	\$ 425.00
Office	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
Subscriptions	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ -	\$ -	\$ 265.00	\$ -	\$ 265.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 14,120.00	\$ -	\$ 14,120.00	\$ -	\$ -	\$ -	\$ 14,120.00	\$ -	\$ 14,120.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify state mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 75,000.00	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ 75,000.00	\$ -	\$ 75,000.00

Indirect As A Percent of Direct

0%

Exhibit B-4, Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name: Equality Health Center, Concord, NH

Budget Request for:

Budget Period: 7/1/18-6/30/21

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 46,710.00	\$ -	\$ 46,710.00	\$ -	\$ -	\$ -	\$ 46,710.00	\$ -	\$ 46,710.00
2. Employee Benefits	\$ 13,100.00	\$ -	\$ 13,100.00	\$ -	\$ -	\$ -	\$ 13,100.00	\$ -	\$ 13,100.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 340.00	\$ -	\$ 340.00	\$ -	\$ -	\$ -	\$ 340.00	\$ -	\$ 340.00
Lab	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 425.00	\$ -	\$ 425.00	\$ -	\$ -	\$ -	\$ 425.00	\$ -	\$ 425.00
Office	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
Subscriptions	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ -	\$ -	\$ 265.00	\$ -	\$ 265.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 12,760.00	\$ -	\$ 12,760.00	\$ -	\$ -	\$ -	\$ 12,760.00	\$ -	\$ 12,760.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 76,000.00	\$ -	\$ 76,000.00	\$ -	\$ -	\$ -	\$ 76,000.00	\$ -	\$ 76,000.00

Indirect As A Percent of Direct

0%

Contractor Initial: *DMW*
 Date: *5/30/19*

State of New Hampshire

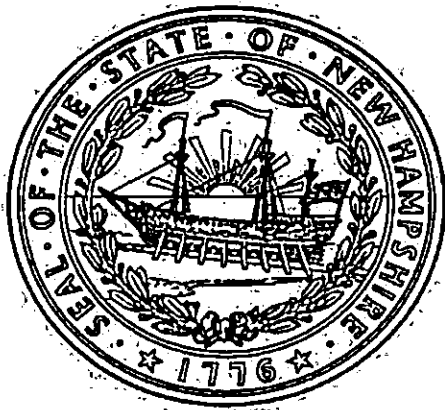
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EQUALITY HEALTH CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on March 02, 2016. 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: 740013

Certificate Number : 0004521614



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gayle Spelman, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Equality Health Center
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 15, 2019;
(Date)

RESOLVED: That the Dalia M. Vidunas
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 30th day of May, 2019.
(Date Contract Signed)

4. Dalia M. Vidunas is the duly elected Equality Health Center
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Spelman
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Herrimack

The forgoing instrument was acknowledged before me this 30th day of May, 2019.

By Gayle M. Spelman
(Name of Elected Officer of the Agency)

SQUAD. F. DERAQUI
Notary Public - New Hampshire
My Commission Expires September 21, 2021

Deraqui
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: Sept 21, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2019

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 Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Mary Ellen Snell, CIC PHONE (A/C, No. Ext): (603) 715-9754 E-MAIL ADDRESS: msnell@davistowle.com	FAX (A/C, No.): (603) 225-7935
	INSURER(S) AFFORDING COVERAGE	
INSURED NH Women's Health Services Inc DBA Equality Health Care Center 38 South Main Street Concord, NH 03301	INSURER A: Essex Insurance Company	
	INSURER B: First Community Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		SM929311	1/10/2019	1/10/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COM/PROP AGG	\$ 0
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea. accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC009863309	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 100,000
						E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability Policy
 Insurance Company: Evanston Insurance Company
 Policy Dates: 1/10/2019 to 1/10/2020
 Limits of Liability:
 \$1,000,000 Each Claim
 \$3,000,000 Aggregate
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER NH DHHS 129 Pleasant St 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 
--	--

AGENCY CUSTOMER ID: NHWOMEN-01

MSNELL

LOC #: 1**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Davis & Towle Morrill & Everett, Inc.		NAMED INSURED NH Women's Health Services Inc DBA Equality Health Care Center 38 South Main Street Concord, NH 03301	
POLICY NUMBER SEE PAGE 1			
CARRIER	NAIC CODE		
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Directors & Officers Liability
Insurance Company: Mount Vernon Fire Ins. Co.
Policy Dates: 9/6/2018 to 9/6/2019
Limits of Liability:
\$1,000,000 Each Claim
\$1,000,000 Aggregate

Employment Practices Liability
Insurance Company: Mount Vernon Fire Ins. Co.
Policy Dates: 9/6/2018 to 9/6/2019
Limits of Liability:
\$1,000,000 Each Claim
\$1,000,000 Aggregate

RE: Karen Allen, NP



Mission Statement

Equality Health Center's mission is to advance health by empowering our clients and communities through advocacy, education, outreach, and the provision of quality, non-judgmental healthcare with expertise in sexual, reproductive, and gender-affirming services.

Vision Statement

We envision a world in which all people have the freedom to make educated choices regarding all aspects of their healthcare.

Core Values

- ◇ We are a client-centered, not-for-profit, independent healthcare facility.
- ◇ We provide quality, evidence-based healthcare.
- ◇ We value the equality of all regardless of age, race, ethnicity, religion, gender, sexual orientation, gender identity, disability, body size, socio-economic status, or immigration status.
- ◇ We respect the dignity of all individuals and act with compassion.
- ◇ We remain committed to reproductive freedom and social justice.
- ◇ We are committed to providing difficult to access healthcare, with expertise in abortion and LGBTQ care.
- ◇ We strive to create and maintain a physically and emotionally safe, confidential, and inclusive environment.
- ◇ We provide medically accurate, comprehensive and respectful client and community education.
- ◇ We actively seek collaborations within our community to accomplish shared goals.
- ◇ We are committed to the training of future healthcare providers.
- ◇ We continue to champion the feminist model of healthcare, which promotes self-determination and equality for all people.

**CONCORD FEMINIST
HEALTH CENTER dba
EQUALITY HEALTH CENTER**

FINANCIAL STATEMENTS

**FOR THE YEARS ENDED
DECEMBER 31, 2017 AND 2016**

CONCORD FEMINIST HEALTH CENTER dba
EQUALITY HEALTH CENTER

TABLE OF CONTENTS

	Page(s)
Independent Accountants' Report.....	1
Statements of Financial Position.....	2
Statements of Activities.....	3
Statements of Cash Flows.....	4
Statement of Functional Expenses.....	5
Notes to Financial Statements.....	6 - 9

**INDEPENDENT ACCOUNTANTS'
COMPILATION REPORT**

To the Board of Trustees of
Concord Feminist Health Center
dba Equality Health Center
Concord, New Hampshire

Management is responsible for the accompanying financial statements of Equality Health Center (a nonprofit organization), which comprise the statement of financial position as of December 31, 2017, and the related statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The accompanying 2016 financial statements of Equality Health Center were previously reviewed by us, and we stated that we were not aware of any material modifications that should be made to those financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America in our report dated July 18, 2017, but we have not performed any procedures in connection with that review engagement since that date.

Hennessey & Vallee, PLLC
Concord, New Hampshire

October 31, 2018

CONCORD FEMINIST HEALTH CENTER
dba EQUALITY HEALTH CENTER
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2017 AND 2016

	Compiled 2017	Reviewed 2016
ASSETS		
Current Assets		
Cash - operating	\$ 8,392	\$ 4,468
Cash - savings	150,684	187,372
Cash - money market	29,542	22,419
Accounts receivable	57,502	42,530
Grant receivable	44,114	13,240
Investments	57,065	57,983
Inventory	34,204	13,104
Prepaid expenses	10,868	9,817
Total current assets	<u>392,371</u>	<u>350,933</u>
Property and Equipment		
Land, building and improvements	323,391	315,372
Medical equipment	77,999	77,078
Office equipment	117,709	117,709
Office furniture	31,200	31,200
Signage/Logo	6,605	2,954
Total property and equipment	<u>556,904</u>	<u>544,313</u>
Less: accumulated depreciation	(390,485)	(376,837)
Property and equipment - net	<u>166,419</u>	<u>167,476</u>
TOTAL ASSETS	\$ 558,790	\$ 518,409
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 18,825	\$ 15,297
Accrued expenses	31,876	29,973
Total current liabilities	<u>50,701</u>	<u>45,270</u>
Net Assets		
Without donor restrictions	<u>508,089</u>	<u>473,139</u>
Total net assets	<u>508,089</u>	<u>473,139</u>
TOTAL LIABILITIES AND NET ASSETS	\$ 558,790	\$ 518,409

See Accompanying Notes and Accountants' Compilation Report.

**CONCORD FEMINIST HEALTH CENTER
dba EQUALITY HEALTH CENTER**

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

	Compiled 2017	Reviewed 2016
REVENUE AND SUPPORT		
Health care services	\$ 618,659	\$ 622,113
Contributions	56,806	59,292
Medical resident fees	4,500	12,100
Grants	124,938	104,791
Events	10,201	8,320
In-kind services	4,000	4,000
Other revenue	1,503	1,041
Total revenue and support without donor restrictions	820,607	811,657
EXPENSES		
Program expenses	636,236	671,830
Management and general	141,269	92,861
Fundraising	12,965	19,606
Total expenses	790,470	784,297
OTHER REVENUE AND EXPENSE		
Investment income	2,082	2,140
Realized gain on investments	19,376	6,125
Unrealized (loss) gain on investments	(16,645)	(3,786)
Total other revenue and expense	4,813	4,479
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	34,950	31,839
NET ASSETS - Beginning of Year	473,139	441,300
NET ASSETS - End of Year	\$ 508,089	\$ 473,139

See Accompanying Notes and Accountants' Compilation Report.

CONCORD FEMINIST HEALTH CENTER
dba EQUALITY HEALTH CENTER
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

	Compiled 2017	Reviewed 2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 34,950	\$ 31,839
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	13,648	12,722
Unrealized loss on investments	16,645	3,786
Realized gain on sale of investments	(19,376)	(6,125)
Contribution of stock	-	(1,446)
(Increase) decrease in assets		
Accounts and grants receivable	(45,847)	23,144
Prepaid expenses	(1,051)	1,276
Inventory	(21,100)	10,204
Increase (decrease) in liabilities		
Accounts payable	3,528	(14,136)
Accrued expenses	1,903	5,935
	(16,700)	67,199
NET CASH (USED) PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	27,224	18,583
Purchase of investments	(23,572)	-
Purchase of property and equipment	(12,592)	(5,666)
	(8,940)	12,917
NET CASH (USED) PROVIDED BY INVESTING ACTIVITIES		
NET (DECREASE) INCREASE IN CASH	(25,640)	80,116
CASH - Beginning Of Year	214,258	134,142
CASH - End of Year	\$ 188,618	\$ 214,258

See Accompanying Notes and Accountants' Compilation Report.

**CONCORD FEMINIST HEALTH CENTER
dba EQUALITY HEALTH CENTER**

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2017

(With comparative totals for the year ended December 31, 2016)

	Program Services	General and Administrative	Fund Raising	Compiled 2017 Total	Reviewed 2016 Total
WAGES AND RELATED					
Salaries and wages	\$ 369,454	\$ 88,186	\$ 6,498	\$ 464,138	\$ 425,356
Employee benefits	25,071	9,481	562	35,114	31,560
Payroll taxes	28,702	6,851	505	36,058	34,159
Total wages and related	<u>423,227</u>	<u>104,518</u>	<u>7,565</u>	<u>535,310</u>	<u>491,075</u>
OTHER EXPENSES					
Medical supplies	78,433	-	-	78,433	106,322
Medical practitioners	30,300	-	-	30,300	37,500
Occupancy	16,979	4,348	413	21,740	22,817
Professional fees	17,430	3,063	-	20,493	20,677
Office supplies and expense	1,887	15,276	809	17,972	8,177
Insurance	14,667	1,373	113	16,153	15,805
Advertising	12,425	198	2,586	15,209	21,285
Depreciation	10,659	2,730	259	13,648	12,722
Meetings and events	9,708	-	-	9,708	8,126
Telephone and internet	4,217	1,235	163	5,615	5,083
Bank and credit card charges	-	4,094	-	4,094	4,706
In-kind services	4,000	-	-	4,000	4,000
Equipment rental	1,816	1,968	-	3,784	4,563
Licensing and fees	3,650	-	-	3,650	2,738
Printing and copying	1,740	950	475	3,165	9,283
Memberships	1,943	389	259	2,591	3,006
Postage and shipping	802	901	300	2,003	1,768
Staff development	1,473	-	-	1,473	1,489
Repairs and maintenance	880	226	23	1,129	3,155
Total other expenses	<u>213,009</u>	<u>36,751</u>	<u>5,400</u>	<u>255,160</u>	<u>293,222</u>
TOTAL EXPENSES - 2017	<u>\$ 636,236</u>	<u>\$ 141,269</u>	<u>\$ 12,965</u>	<u>\$ 790,470</u>	
TOTAL EXPENSES - 2016	<u>\$ 727,183</u>	<u>\$ 92,806</u>	<u>\$ 22,525</u>		<u>\$ 784,297</u>

See Accompanying Notes and Accountants' Compilation Report.

**CONCORD FEMINIST HEALTH CENTER
dba EQUALITY HEALTH CENTER
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Concord Feminist Health Center (the Organization) was organized in New Hampshire as a non-stock, non-profit corporation in 1974. The Organization operates as the Equality Health Center and provides reproductive health, LGBTQ, and behavioral health services as well as advocacy and educational outreach.

In 2017 and 2016, over 2,000 clients were provided with a variety of reproductive care and other services. Some of the services were free of charge including non-biased and compassionate counseling services for pregnancy options, pre and post abortion, birth control and pre and post HIV testing. Referrals were provided for other counseling services such as prenatal care, midwives, adoption services, naturopathic care, smoking cessation, eating disorders, LGBTQ support groups and domestic and sexual assault support. The Organization provides outreach to the schools and to the greater community and also maintains a voice in the political arena to protect the rights of individuals and their choices.

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting.

Basis of Presentation

The Organization presents its financial statements according to generally accepted accounting principles for not-for-profit organizations and classifies its revenues and net assets in accordance with donor imposed restrictions. The Organization's net assets are presented as follows:

Net assets without donor restrictions – Includes both undesignated and designated net assets, which are revenues not restricted by outside sources and revenues designated by the Board of Directors for special purposes and their related expenses.

Net assets with donor restrictions – Includes gifts and pledges for which time and donor-imposed restrictions have not yet been made. At December 31, 2017 and 2016, the Organization had no net assets with donor restrictions.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. At December 31, 2017 and 2016, the Organization had no cash equivalents.

Accounts Receivable

The Organization utilizes the direct write-off method of recording uncollectable accounts receivable. Due to the Organization's low experience with uncollectible accounts, no allowance for bad debts has been provided.

**CONCORD FEMINIST HEALTH CENTER
dba EQUALITY HEALTH CENTER**
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Depreciation

Property is recorded at cost, except for donated assets, which are recorded at estimated fair value at the date of the donation. Expenditures for maintenance and repairs are charged against operations. Renewal and betterments which materially extend the life of the assets are capitalized. Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows:

Building and improvements.....	15 – 40 years
Medical equipment.....	3 – 5 years
Office equipment.....	5 years
Furniture.....	5 – 7 years
Signage.....	5 – 7 years

Depreciation expense aggregated \$13,648 and \$12,722 for the years ended December 31, 2017 and 2016, respectively.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee. The liability was \$12,225 and \$11,714 at December 31, 2017 and 2016, respectively.

Revenue Recognition

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence or nature of any donor restrictions. Support that is not restricted by the donor is reported as an increase in net assets without donor restrictions. The Organization has not received any support that would be classified as net assets with donor restrictions. Service revenue is recognized when services have been completed and are ready to be invoiced.

Functional Expenses

The cost of providing the various programs has been summarized on a functional basis in the Statement of Activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. General and administrative expenses include those expenses that are not directly identifiable with any specific function but provide for the overall support and direction of the Organization.

Donated Services

The Organization receives a significant amount of donated services from unpaid volunteers as Board of Directors Members and others who assist in special projects including escorting/greeting patients and fund-raising. These volunteers provide more than a thousand hours of service each year. These services, while critical to the success of the Organization, have not been recognized in the Statement of Activities because the criteria for recognition have not been met.

The Organization received donated services from a medical director at fair value of \$4,000 for each year ended December 31, 2017 and 2016. This is recognized in the financials as In-kind donations.

CONCORD FEMINIST HEALTH CENTER
dba EQUALITY HEALTH CENTER
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising

The Organization expenses advertising costs as they are incurred. Advertising costs for the years ended December 31, 2017 and 2016 were \$15,209 and \$21,285.

Estimates

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

Income Taxes

The Internal Revenue Service has determined that the Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The Organization is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Organization complies with the *Accounting for Uncertainty in Income Taxes* standard. Accordingly, management has evaluated its tax positions and has concluded that the Organization has maintained its tax exempt status, does not have any significant unrelated business income, and has taken no uncertain tax positions that require adjustment or disclosure in its financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State authorities for years before 2014.

NOTE 2 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization has \$347,299 of financial assets available within one year of the balance sheet date to meet cash needs for general expenditures, consisting of cash of 188,618, accounts and grants receivable of \$101,616 and investments of \$57,065. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

NOTE 3 INVESTMENTS

The Organization has received donations of equity securities which are held in a brokerage account. These marketable securities are reported in the Statements of Financial Position at fair value based on readily determinable rates. Unrealized gains and losses are included in the change in net assets in the accompanying Statements of Activities.

NOTE 4 FAIR VALUE OF FINANCIAL INSTRUMENTS

Accounting Standards Codification No. 825, "Financial Instruments", requires the Organization to disclose estimated fair value for its financial instruments. The carrying amounts of cash, accounts receivable, prepaid expenses, accounts payable, and accrued expenses approximate fair value because of the short maturity of those instruments.

**CONCORD FEMINIST HEALTH CENTER
dba EQUALITY HEALTH CENTER
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016**

NOTE 5 NET ASSETS – BOARD DESIGNATED

The Board has designated certain funds as contributions for the purpose of providing client assistance. These funds are held in separate cash accounts. The Organization periodically receives further contributions for this assistance. Management recommends and the Board approves the use of the funds.

NOTE 6 LINE OF CREDIT

The Organization has an unsecured revolving line of credit with a local bank that allows for borrowings up to \$100,000 with interest payable monthly at the bank's prime rate plus 1%. Interest expense was zero and the line had no outstanding balance at December 31, 2017 and 2016.

NOTE 7 SUBSEQUENT EVENTS

The Organization has evaluated events through October 31, 2018, the date the financial statements were available to be issued. Management has determined that there were no material subsequent events that require disclosure.

INDEPENDENT AUDITOR'S REPORT



CHARLENE T. VALLEE
C P A , P L L C

Board of Directors
Concord Feminist Health Center
Concord, New Hampshire

We have audited the accompanying financial statements of Concord Feminist Health Center (a nonprofit organization), which comprise the statement of financial position as of December 31, 2013, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. 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 Concord Feminist Health Center as of December 31, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Charlene T. Vallee, CPA PLLC

Concord, New Hampshire
August 11, 2014

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
d/b/a CONCORD FEMINIST HEALTH CENTER

STATEMENTS OF FINANCIAL POSITION

December 31, 2013

ASSETS

CURRENT ASSETS

Cash - operating	\$ 870
Cash - savings	172,913
Accounts receivable	53,794
Grant receivable	18,131
Investments	57,954
Inventory	20,267
Prepaid expenses	<u>3,735</u>

Total current assets 327,664

PROPERTY AND EQUIPMENT

Land, building and Improvements	312,411
Medical equipment	73,472
Office equipment	88,670
Office furniture	31,200
Signage	<u>1,688</u>

Total property and equipment 507,441
Less accumulated depreciation (341,777)

Property and equipment - net 165,664

TOTAL ASSETS \$ 493,328

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 55,320
Accrued expenses	<u>20,328</u>

Total current liabilities 75,648

NET ASSETS

Unrestricted	243,748
Unrestricted - invested in property and equipment	168,565
Unrestricted - board designated	<u>5,367</u>
Total net assets	417,680

TOTAL LIABILITIES AND NET ASSETS \$ 493,328

See Notes to Financial Statements

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
d/b/a CONCORD FEMINIST HEALTH CENTER

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2013

REVENUE AND SUPPORT	
Health care services	\$ 694,374
Contributions	33,815
Medical residents fees	7,075
Grants	45,570
Events	525
In-kind services	4,000
Other revenue	<u>278</u>
Total revenue and support	<u>785,637</u>
EXPENSES	
Program expenses	677,660
Management and general	123,102
Fundraising	<u>11,133</u>
Total expenses	811,895
OTHER REVENUE AND EXPENSE	
Investment income	645
Unrealized gain (loss) on Investments	18,738
Class action settlement	<u>18,112</u>
Total other revenue and expense	<u>38,493</u>
CHANGE IN NET ASSETS	12,235
NET ASSETS - BEGINNING OF YEAR	412,781
PRIOR PERIOD ADJUSTMENT	<u>(7,336)</u>
NET ASSETS - END OF YEAR	<u>\$ 417,680</u>

See Notes to Financial Statements

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
d/b/a CONCORD FEMINIST HEALTH CENTER

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2013

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ 12,235
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	6,810
Prior period adjustment	(7,336)
(Increase) decrease in assets:	
Accounts and grants receivable	28,050
Prepaid expenses	14,221
Inventory	(20,267)
Increase (decrease) in liabilities:	
Accounts payable	41,997
Accrued expenses	<u>20,328</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>96,038</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of property and equipment	(3,910)
Purchase of investments	<u>(20,100)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(24,010)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	72,028
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>101,755</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 173,783</u>

See Notes to Financial Statements

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES
d/b/a CONCORD FEMINIST HEALTH CENTER

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2013

	<u>PROGRAM SERVICES</u>	<u>GENERAL AND ADMINISTRATIVE</u>	<u>FUND- RAISING</u>	<u>TOTAL</u>
WAGES AND RELATED				
Salaries and wages	\$ 313,409	\$ 74,675	\$ 5,669	\$ 393,653
Employee benefits	17,242	7,936	474	25,652
Retirement contributions	5,700	750	50	6,500
Payroll taxes	<u>28,114</u>	<u>6,959</u>	<u>520</u>	<u>35,603</u>
TOTAL WAGES AND RELATED	<u>364,465</u>	<u>90,330</u>	<u>6,813</u>	<u>461,408</u>
EXPENSES				
Medical supplies	167,699			167,699
Medical practitioners	51,345			51,345
Occupancy	21,434	5,498	550	27,482
Professional fees	10,012	12,180		22,192
Insurance	14,312	1,346	111	15,769
Advertising	9,472	151	2,021	11,844
Office supplies and expense	952	7,873	411	8,936
Depreciation	5,312	1,362	136	6,810
Equipment rental	3,393			3,393
Repairs and maintenance	1,573	403	40	2,016
Bank and credit card charges	3,768			3,768
Telephone and internet	4,055	1,241	169	5,465
Printing and copying	2,800	1,527	764	5,091
In-kind services	4,000			4,000
Postage and shipping	2,713			2,713
Licensing and fees	2,077			2,077
Memberships	2,385	477	318	3,180
Meetings and events	2,367			2,367
Staff development	1,649			1,649
Gifts and contributions	50			50
Travel	1,524	1,016		2,540
Collection fees	<u>302</u>	<u>-</u>	<u>-</u>	<u>302</u>
Total expenses - 2013	<u>\$ 677,660</u>	<u>\$ 123,102</u>	<u>\$ 11,133</u>	<u>\$ 811,895</u>

See Notes to Financial Statements

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
d/b/a CONCORD FEMINIST HEALTH CENTER

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

NOTE 1 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Business

New Hampshire Women's Health Services Inc. (the Organization) was organized in New Hampshire as a non-stock, non-profit corporation in 1974. The Organization operates as the Concord Feminist Health Center and provides reproductive health services, advocacy and educational outreach to the women of the New England area.

In 2013, over 2,000 women were provided with a variety of reproductive care services. Some of the services were free of charge including non-biased and compassionate counseling services for pregnancy options, pre and post abortion, birth control and pre and post HIV testing. Referrals were provided for other counseling services such as prenatal care, midwives, adoption services, naturopathic care, smoking cessation, eating disorders, GLTBQ support groups and domestic and sexual assault support. The organization provides outreach to the schools and to the greater community and also maintains a voice in the political arena to protect the rights of individuals and their choices.

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting.

Basis of Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. A description of the three net assets categories follows:

Unrestricted net assets- Net assets that are not subject to donor-imposed stipulations as to purpose or use.

Temporarily restricted net assets- Net assets available for use but subject to donor-imposed restrictions that may or will be met either by actions of the Organization and/or the passage of time. As of December 31, 2013, the Organization had no temporarily restricted net assets.

Permanently restricted net assets- Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of December 31, 2013 and 2012, the Organization had no permanently restricted net assets.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. At December 31, 2013 and 2012, the Organization had no cash equivalents.

Accounts Receivable

The Organization utilizes the direct write-off method of recording uncollectable accounts receivable. Due to the Organization's low experience with uncollectible accounts, no allowance for bad debts has been provided.

Property and Depreciation

Property is recorded at cost, except for donated assets, which are recorded at estimated fair value at the date of the donation. Expenditures for maintenance and repairs are charged against operations. Renewal and betterments which materially extend the life of the assets are capitalized. Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows:

Building and improvements	15-40 years
Medical equipment	3-5 years
Office equipment	5 years
Furniture	5-7 years
Signage	5-7 years

Depreciation expense aggregated \$6,810 and \$6,814 for the years ended December 31, 2013 and 2012, respectively.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee. The liability was \$10,256 and \$6,965 at December 31, 2013 and 2012, respectively.

Revenue Recognition

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence or nature of any donor restrictions. Support that is not restricted by the donor is reported as an increase in unrestricted net assets. The Organization has not received any support that would be classified as temporarily or permanently restricted. Service revenue is recognized when services have been completed and are ready to be invoiced.

Functional Expenses

The cost of providing the various programs has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. General and administrative expenses include those expenses that are not directly identifiable with any specific function but provide for the overall support and direction of the Organization.

Donated Services

The Concord Feminist Health Center receives a significant amount of donated services from unpaid volunteers who assist in special projects including escorting/greeting patients and fund-raising. Over 600 hours have been dedicated in assuring the safety and well-being of our patients as volunteers escort patients past protestors and picket lines. An additional 300 plus volunteer hours have been spent completing office work. These services, while critical to the success of the Health Center, have not been recognized in the Statement of Activities because the criteria for recognition have not been met.

The Organization received donated services from a medical director at fair value of \$4000 and \$3,000 for the years ended December 31, 2013 and 2012, respectively. This is recognized in the financials as In-kind donations.

Advertising

The Organization expenses advertising costs as they are incurred. Advertising costs for the years ended December 31, 2013 and 2012 were \$11,664 and \$11,882, respectively.

Estimates

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

Income Taxes

The Internal Revenue Service has determined that the Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The Organization is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Organization complies with the *Accounting for Uncertainty in Income Taxes* standard. Accordingly, management has evaluated its tax positions and has concluded that the Organization has maintained its tax exempt status, does not have any significant unrelated business income, and has taken no uncertain tax positions that require adjustment or disclosure in its financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State authorities for years before 2010.

Reclassifications

Certain amounts in the 2012 financial statements have been reclassified in order to conform to the 2013 presentation with no effect on previously reported changes in net assets.

NOTE 2

INVESTMENTS

The Organization has received donations of equity securities which are held in a brokerage account. These marketable securities are reported in the Statements of Financial Position at fair value based on readily determinable rates. Unrealized gains and losses are included in the change in net assets in the accompanying Statements of Activities.

NOTE 3 **FAIR VALUE OF FINANCIAL INSTRUMENTS**

Accounting Standards Codification No. 825, "Financial Instruments", requires the Organization to disclose estimated fair value for its financial instruments. The carrying amounts of cash, accounts receivable, prepaid expenses, accounts payable, and accrued expenses approximate fair value because of the short maturity of those instruments.

NOTE 4 **UNRESTRICTED NET ASSETS-BOARD DESIGNATED**

The Board has designated certain funds as contributions for the purpose of providing client assistance. These funds are held in separate cash accounts. The Organization periodically receives further contributions for this assistance. Management recommends and the Board approves the use of the funds.

NOTE 5 **LINE OF CREDIT**

The Organization has an unsecured revolving line of credit with a local bank that allows for borrowings up to \$100,000 with interest payable monthly at the bank's prime rate plus 1%. Interest expense was zero for the current year and \$8 for the year ended December 31, 2012. The line had no outstanding balance at December 31, 2013 or 2012.

NOTE 6 **LAWSUIT SETTLEMENT**

In 2011, the Organization joined a class action lawsuit along with 6,000 other organizations against the malpractice insurance company, the New Hampshire Medical Malpractice Joint Underwriting Association (NHMJUA) regarding overcharges for malpractice insurance. The total premiums the Organization paid to NHMJUA over the years through 2012 have totaled \$229,784. The lawsuit was settled in 2012 in excess of \$230,000,000, of which CFHC has received \$19,112 and \$61,686 for the years ended December 31, 2013 and 2012, respectively, to date.

NOTE 7 **PRIOR PERIOD ADJUSTMENTS**

The Organization revised its personnel policies, effective January 1, 2012. The new policy created additional expense in 2012 for accrued vacation time which was not recorded in the financial statements. In addition, accrued salaries and related payroll taxes were not accrued for and the beginning accounts receivable balance was understated. An entry to correct the prior period balances was made to correct the beginning retained earnings balance and reflected in the Statements of Activities for the year ended December 31, 2013 in the amount of \$7,336.

NOTE 8 **SUBSEQUENT EVENTS**

The Organization has evaluated events through August 11, 2014, the date the financial statements were available to be issued. Management has determined that there were no material subsequent events that require disclosure.

Filing Instructions

CONCORD FEMINIST HEALTH CENTER

Exempt Organization Tax Return

Taxable Year Ended December 31, 2017

Date Due: November 15, 2018

Remittance: None is required. Your Form 990 for the tax year ended 12/31/17 shows no balance due.

Signature: You are using a Personal Identification Number (PIN) for signing your return electronically. Form 8879-EO, IRS *e-file* Signature Authorization for an Exempt Organization should be signed and dated by an authorized officer of the organization and returned to:

Hennessey & Vallee, PLLC
125 N State Street
Concord, NH 03301

Important: Your return will not be filed with the IRS until the signed Form 8879-EO has been received by this office. If previously signed and returned no further action is required.

Other: Your return is being filed electronically with the IRS and is not required to be mailed. If you Mail a paper copy of your return to the IRS it will delay the processing of your return.



**Board of Directors
May 2019**

Nicole Bates, MSW
Chair
Term exp: May 2020

Debra Petrick, RN, BSN
Vice Chair
Term exp: May 2020

Elizabeth (Liz) Campbell
Treasurer
Term exp: May 2021

Gayle Spelman, PA
Secretary
Term exp: May 2022

Deborah Gerber, M.Ed
Term exp: May 2021

Rick LaPage, APRN
Term exp: May 2021

John Malmberg, JD
Term exp: May 2021

Alzora (Zoe) O'Neil
Term exp: May 2022

Jess I. Place
Term exp: May 2020

Jess Wojenski
Term exp: May 2022

Rachel Leigh Allen

Education

Columbia University School of Nursing, New York, NY
MSN October 2014
Women's Health Nurse Practitioner
GPA: 3.76

Columbia University School of Nursing, New York, NY
BSN May 2013
GPA: 3.95
Sigma Theta Tau International, Student Representative to the Dean

Skidmore College, Saratoga Springs, NY
BA Biology May 2012
GPA: 3.97
Phi Beta Kappa
Highest honors in biology, *summa cum laude*

Clinical Experience

Manchester Obstetrical and Gynecological Associates Manchester, NH Oct 2014-present
Women's Health Nurse Practitioner: Full time NP at busy and diverse OB/GYN practice.
Care includes routine and acute gynecology, prenatal and postpartum care, infertility, family
planning and medical abortion services. Skills: IUD insertion and removal, nexplanon insertion
and removal, sonohysterogram, endometrial biopsy, vulva biopsy, IUI.

Student NP Clinical Experience

Choices Women's Medical Center Jamaica, NY Jan-Jul 2014 280 clinical hours
Intern, GYN department: Worked independently under the clinical guidance of Physician
Assistant preceptor. Care provided included well-woman gynecology, contraceptive counseling
STI testing and treatment, medication abortion, surgical abortion follow-up care, contraceptive
counseling, colposcopy, IUC insertion and removal, Nexplanon removal, and prenatal care.
20-40 patient visits per day.

Planned Parenthood New York, NY Sept-Dec 135 clinical hours
2013
Student Nurse Practitioner: Worked one-on-one with preceptor to provide sexual and
reproductive health care to females and males. Included well-woman gynecology, pregnancy
testing and options counseling, STI testing and treatment, medication abortion, and surgical
abortion follow-up care.

Licenses and Certifications

- Women's Health Nurse Practitioner- Board Certified, State of New Hampshire
- Registered Professional Nurse State of New Hampshire
- CPR/AED for Health Care Providers. American Heart Association
- Doula of North America (DONA) Doula Training, June 2008.

Memberships and Associations

- National Abortion Federation, Clinicians for Choice- Member, 2013
- Nursing Students for Choice- Columbia University Chapter founding member
- Phi Beta Kappa
- Sigma Theta Tau International

Work History

Private nurse. Manhattan, New York. December 2013.

Provided in-home care to one terminally ill patient as part of a 24-hour nursing team. Aided in planning and carrying out transition to hospice service and end of life care.

Skidmore College Department of Biology. Saratoga Springs, NY. September 2010-May 2012.

Served as an academic tutor in evolution, ecology, and genetics courses. Held bi-weekly open tutoring hours and coordinated and assisted in laboratory courses.

Rosalys Farm, Peterborough, NH. May-October-2011.

Harvested, prepared and sold organic fruits, vegetables and flowers to local residents and businesses. Independently managed weekend field work.

Seana Cullinan Gardens and Landscapes. Peterborough, NH. March 2007-September 2010

Forewoman and on-site manager of a busy landscape firm aimed at creating and maintaining ecologically sound outdoor spaces for private residences and businesses. Strong knowledge of organic gardening and native flora and fauna was used in all projects. Hired and trained field crew, coordinated transit and assisted in design plans while maintaining relationships with clients on site.

Volunteer Experience

Sexual and Reproductive Health Educator New York, NY October 2013-May 2014

Developed and taught an 8-week comprehensive sexual and reproductive health curriculum for 8th grade females at Tomkins Square Middle School. Assisted with male class curriculum and guest lectures.

PERSIST Health Project New York, NY. September 2012-May 2013.

Project intern for PERSIST Health group, an organization aimed at providing health education and resources to people working in the sex trade in New York City. Responsibilities included coordinating focus groups with community members, note taking, and outreach research.

Eli Kuti

Summary

I have worked as a direct care provider for twenty years; within diverse communities; serving youth and adults within a wide range of challenges on the spectrum. These included groups working on ability, social status, sexual orientation, mental health, and reproductive care. My passion has been advocating for oppressed groups; such as women, at risk youth, and persons of color. I have organized, healed and encouraged these populations through event organization, talk therapy, youth programming, and art therapy.

Qualifications

- Outreach coordinator, fundraiser and grant writer
- CPR certified
- Youth Outreach advocate, educator and lecturer on sex education at local schools
- Youth Outreach tabling and education at local schools and colleges

Employment Experience

2015-2016

Achieva (Home of our own)

#412-995-5000

711 Bingham St

Pgh, PA 15203

Supervisor: Tom Vash

House manager (title)

Duties:—

Provide emotional support to differently-abled young men.

This included prompts for exercise, meal prep, activities, acclimation into society and transportation to their jobs.

2013-2014

Allegheny Psychological Services

#412-361-7158

211 N Whitfield Street

Suite 500

Pgh, PA 15206

Supervisor: Doctor Trish Pepe

Clinic supervisor (title)

Duties:

Phones scheduling

Client advocacy and support

2005-2013

Allegheny Reproductive Health services

#412-661-8811

5910 Kirk wood Street

Pgh, PA 15206

Supervisor: Claire Keyes

Outreach coordinator (title)

Duties:

Security Guard

Patient advocate

Clinic Counseling

Phones appointments, on phone counseling, hand holder

Education and Training

- Completion of STD courses and reproductive health
- Attendance at NAF conferences (National abortion federation)
- Attendance at abortion, birth control and counseling services conference in philadelphia, PA

Professional References

Nicole Lea Pittsburgh, PA #(510) 355-5713
Co-worker at Allegheny Reproductive Health services
(at youth risk program)

Ronni Weiss Pittsburgh, PA
Director of counseling and outreach at Allegheny Reproductive Health services

DALIA M. VIDUNAS, MSW

HIGHLIGHTS OF QUALIFICATIONS

Versatile, result oriented administrator with experience in developing and implementing programs, training, quality management, troubleshooting, negotiations, and people management skills.

- ◆ Experienced in working with diverse organizations and bringing them together to one table
- ◆ Demonstrated proficiency in managing simultaneous projects
- ◆ Vast experience in training and public speaking, including national level conferences
- ◆ Developed and implemented statewide policies and procedures pertaining to domestic violence, substance abuse, child-abuse/neglect and sexual assault

PROFESSIONAL EXPERIENCE

Executive Director

2010 – present

Equality Health Center, Concord, NH: EHC is a non-profit medical facility focusing on reproductive health care, LGBTQ+ services and social justice for the clients served. Responsible for overhauling medical practice, streamline operations, expand services provided, and foster an atmosphere of empowerment and accountability. Directly responsible for functions involving strategic planning and implementation; program development, implementation and coordination; fund-raising; marketing plan development. Developed LGBTQ+ and behavioral health programs.

Medical Case Management Consultant

2007 - 2010

Aetna/Schaller Anderson Medical Administrators, Inc., Concord, NH: Facilitated the coordination, continuity, accessibility and appropriate utilization of services to secure quality healthcare while promoting cost effective outcomes and improve program/operational efficiency involving clinical issues to high risk Medicaid clients. Assisted with the development of policies and procedures related to care management. Identified and reported gaps in the medical and social service delivery system through data collection, tracking and analysis.

Consultant

2006 - 2007

Concord, NH: Specializing in working with non-profits in the areas of Strategic Planning, Operations/Process Improvement, Change Management, Fund Development and Grant Writing.

Executive Director

2002 - 2005

Community Services Council of New Hampshire, Concord, NH: Oversaw all operations of a non-profit social service agency with an annual budget of over 3.5 million dollars. Implemented and maintained comprehensive management policies and procedures to ensure sound financial, programmatic and administrative operations. Programs included: residential substance abuse treatment program; residential and day services for people with developmental disabilities; NH's Homeless Management Information System; a state-wide 24/7 information and referral service; Medicare advocacy programs.

Medicare Program Educator

2000 - 2002

Northeast Health Care Quality Foundation, Dover, NH: Conducted over 150 seminars pertaining to Medicare and aging issues for consumers and professionals. Conducted consumer focus groups in three states related to preventive health care benefits, analyzed and interpreted data for Medicare and presented findings at national conferences. Developed Consumer and Professional Resource Guides and multiple health care brochures for New Hampshire, Maine and Vermont.

NH Department of Health and Human Services Program Specialist

1992 - 1999

Long Term Care Program Specialist, Division of Elderly and Adult Services, Concord, NH: Designed and developed state-wide long term care initiatives for the elderly and adults with disabilities including NH's ServiceLink program. Coordinated and facilitated state-wide and community-based public forums. Principle author of New Hampshire's State Plan on Aging: 1998-2000. Full project management and evaluation of numerous grants and programs.

Child Protection Program Specialist Division for Children, Youth and Families, Concord, NH: Developed and coordinated the implementation of all child protection policies for New Hampshire, integrating for the first time domestic violence and later Court Appointed Special Advocates with NH's child protection services policies and procedures. Provided technical assistance and training to child protection services staff, community agencies, and law enforcement.

Director

1986 - 1992

Victim-Assistance Program, Office of the Strafford County Attorney, Dover, NH: Founded program to assist victims of violent crime through the criminal court process via intervention, a coordinated forensic interviewing process, providing information/support and referrals. Established the Sexual Assault Response Team for Strafford County. Collaborated in the development and implementation of state-wide multi-disciplinary approaches to adult sexual assault and child maltreatment. Testified on numerous Legislative Bills pertaining to sexual assault, domestic violence and child maltreatment. Member of several NH Legislative Study Committees.

Child Protective Service Worker

1982 - 1986

NH DHHS Division for Children, Youth and Families, Nashua and Rochester, NH: Investigated allegations of child maltreatment, specializing in sexual abuse. Conducted comprehensive assessments and evaluation of family dynamics to evaluate risks to child(ren). Collaborated with law enforcement in criminal investigations. New Hampshire Foster-Parent Trainer.

Child Care Worker

1979 - 1981

Dover Children's Home, Dover, NH: Responsible for the care and social development of children, ages 7-18, in an intermediate level residential group home. Conducted weekly group sessions with adolescent girls. Developed and implemented a teen independent living program.

EDUCATION

- ◆ Master of Social Work Administration/Community Organization, 1999, University of NH, Durham, NH
- ◆ Bachelor of Arts: Dual Major: Social Work/Psychology, 1979, University of NH, Durham, NH

PROFESSIONAL DEVELOPMENT COURSEWORK

Strategic Organizational Learning, Writing in Plain Language, Total Quality Management - Train the Trainers, Dual-Diagnosis and Treatment, Disease Management and Substance Abuse, Domestic & Sexual Violence Training, Medicare Health Insurance Counseling, Education and Assistance Services (HICEAS) Volunteer Training, Court Appointed Special Advocate (CASA) Volunteer Training

PROFESSIONAL ORGANIZATIONS

- ◆ New Hampshire Elder Rights Coalition 2001 - 2005
- ◆ New Hampshire Attorney General's Task Force on Child Abuse and Neglect 1989 - 1999
- ◆ New Hampshire Governor's Commission on Domestic Violence 1996 - 1998
- ◆ Northern NE Professional Society on the Abuse of Children, *Board of Directors* 1992 - 1995
- ◆ Sexual Assault Support Services, *Board of Directors* 1988 - 1992

AWARDS

- ◆ "Outstanding Commitment to Improving the Lives of Children", 1997, awarded by the New Hampshire Court Appointed Special Advocates (CASA).
- ◆ "Outstanding Dedication and Service", 1994, awarded by the New Hampshire Attorney General's Task Force on Child Abuse and Neglect.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rachel Allen	WHNP, MSN	Approx. \$70,270	Approx. 5%	Approx. \$3,514
Eli Kuti	Outreach Coordinator	\$37,492	100%	\$37,492
Dalia Vidunas	Executive Director	\$72,800	Approx. 5%	\$3,640

50 mal



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



April 21, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into an agreement with the vendors listed below for the provision of Early Intervention Services for Human Immunodeficiency Virus in an amount not to exceed \$440,000, effective upon Governor and Executive Council approval, through June 30, 2019. 17% Federal Funds and 83% Other Funds

Vendor	Address	Amount
Equality Health Center	38 South Main Street, Concord, NH 03301	\$165,000
Planned Parenthood of Northern New England	84 Hercules Drive, Suite 101, Colchester, VT 05446	\$275,000
TOTAL:		\$440,000

Funds are available in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 and State Fiscal Year 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-095-90-902510-2229, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

Equality Health Center

Fiscal Year	Class	Title	Activity	Budget
2017	102-500731	Contracts for Program Services	90024611	\$9,375
2018	102-500731	Contracts for Program Services	90024611	\$63,750
2019	102-500731	Contracts for Program Services	90024611	\$63,750
TOTAL:				\$136,875

Planned Parenthood of Northern New England

Fiscal Year	Class	Title	Activity	Budget
2017	102-500731	Contracts for Program Services	90024611	\$15,625
2018	102-500731	Contracts for Program Services	90024611	\$106,250
2019	102-500731	Contracts for Program Services	90024611	\$106,250
			TOTAL:	\$228,125

05-095-90-902510-7536, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HIV/STD PREVENTION

Equality Health Center

Fiscal Year	Class	Title	Activity	Budget
2017	102-500731	Contracts for Program Services	90024000	\$5,625
2018	102-500731	Contracts for Program Services	90024000	\$11,250
2019	102-500731	Contracts for Program Services	90024000	\$11,250
			TOTAL:	\$28,125

Planned Parenthood of Northern New England

Fiscal Year	Class	Title	Activity	Budget
2017	102-500731	Contracts for Program Services	90024000	\$9,375
2018	102-500731	Contracts for Program Services	90024000	\$18,750
2019	102-500731	Contracts for Program Services	90024000	\$18,750
			TOTAL:	\$46,875
			Grand Total	\$440,000

EXPLANATION

The purpose of this agreement is for the provision of Early Intervention Services for individuals who are unaware of their Human Immunodeficiency Virus (HIV) status in order to provide referrals to prevention services as well as referrals to HIV care services. The Contractors will develop and implement an Early Intervention Service Program which includes HIV testing, targeted counseling services, referral services as well as health education to assist clients in navigating the HIV system of care.

The Department of Public Health Services, Bureau of Infectious Disease Control works to protect the health of New Hampshire residents by developing and implementing public health interventions to minimize further transmission of disease, and educating individuals to enhance disease prevention efforts. The implementation of these services will lead to an increase in the number of New Hampshire residents who are made aware of their HIV status allowing them the opportunity to be referred to care. In addition, individuals who are at high risk of acquiring HIV will be provided with referrals to prevention services. These services are designed to reduce individuals contracting HIV as well as lowering the transmission of the virus to others.

A Request for Proposals was posted to the Department's website on December 13, 2016 through February 1, 2017. Two proposals were received.

A team of individuals with program knowledge and experience evaluated the proposals. Both vendors were selected to receive funding. Bid Sheet is attached.

These contracts includes language for the option to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

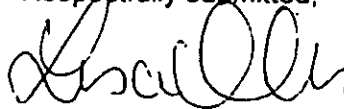
Should the Governor and Executive Council not approve this request, individuals may not have access to HIV testing and appropriate referrals to care which may increase the transmission of disease throughout New Hampshire.

Area Served: Statewide

Source of Funds: 17% Federal Funds from Centers for Disease Control and Prevention and 83% Other Funds from Pharmaceutical Rebates

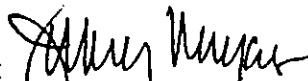
In the event that Federal Funds become no longer available, General Funds will not be requested to support this contract.

Respectfully submitted,



Lisa Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

**Early Intervention Services
For Human Immunodeficiency Virus**

RFP-2017-DPHS-18-Early

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Equality Health Center
2. Planned Parenthood of Northern New England
3. 0
4. 0

Pass/Fail	Maximum Points	Actual Points
	275	170
	275	230
	275	0
	275	0

1. Yvette Perron, Prog Specialist III,
BIDC, DPHS (Tech)
2. Melissa Richards Prog Spectst IV,
BIDC, DPHS (Tech)
3. Kirsten Durzy, BIDC Evaluator,
DPHS (Tech)
4. Shelley Swanson, Administrator III
BIDC DPHS (Cost)
5. Jen Conroy, Business Administratr
HMO, DPHS (Cost)
6.

Subject: Early Intervention Services for Human Immunodeficiency Virus (RFP-2017-DPHS-18-EARLY-01)


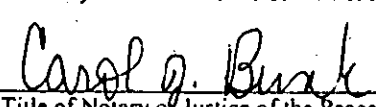

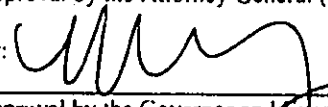
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Equality Health Center		1.4 Contractor Address 38 South Main Street Concord, NH 03301	
1.5 Contractor Phone Number 603-225-3729	1.6 Account Number 010-090-22290000-530-500371	1.7 Completion Date June 30, 2019	1.8 Price Limitation 165,000.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DALIA VIDUNAS EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Herringham</u> On <u>April 19, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> (Seal)  CAROL J. BUNK, Notary Public My Commission Expires January 29, 2019 </div> </div>			
1.13.2 Name and Title of Notary of Justice of the Peace <u>Carol J. Bunk, Notary</u>			
1.14 State Agency Signature  Date: <u>5/19/17</u>		1.15 Name and Title of State Agency Signatory DIRECTOR, DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/26/17</u> <u>Maia A. Yell</u> Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Early Intervention Services for Human Immunodeficiency Virus (RFP-2017-DPHS-18-EARLY-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.

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1.5 Contractor Phone Number 603-225-3729	1.6 Account Number 010-090-22290000-530-500371 05-095-90-902510-7534 05-095-90-902510-2239	1.7 Completion Date June 30, 2019 (DM)	1.8 Price Limitation 165,000.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace _____ [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace _____			
1.14 State Agency Signature _____ Date: _____		1.15 Name and Title of State Agency Signatory _____	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

2. Scope of Services

- 2.1 The Contractor shall develop an Early Intervention Service Program following the Department's New Hampshire Ryan White Program Standards of Care for EIS and the Centers for Disease Control and Prevention Routine HIV Testing Guidelines (2006).
- 2.2 The Contractor shall develop an Early Intervention Service Program that delivers the following services:
 - 2.2.1 Routine HIV Testing and Targeted Counseling;
 - 2.2.2 Referral Services;
 - 2.2.3 Linkage to Care; and
 - 2.2.4 Health Education and literacy training to HIV positive clients to navigate the HIV system of care.
- 2.3 The Contractor shall provide HIV testing activities as follows:
 - 2.3.1 Ordering HIV rapid test and specimen collection kits from the Department.
 - 2.3.2 Providing HIV testing in health care settings that are simple, accessible, and straight forward and minimizes client barriers.
 - 2.3.3 Providing HIV testing utilizing 4th generation HIV testing technology for those individuals who meet the criteria of a recent exposure to HIB, and rapid HIV testing technology for all others in accordance with CDC screening and treatment guidelines to the priority populations.



Exhibit A

- 2.3.4 Completing the specimen collection for the HIV test, upon consent of the individual and in accordance with Department policy.
- 2.3.5 Submitting specimens within 72 hours of specimen collection, in accordance with Department requirements, to the Department's Public Health Laboratories for testing and detection of HIV.
- 2.3.6 Completing Department approved training for the operation of the rapid test technology, data collection, and counseling and referral services.
- 2.4 The Contractor shall provide patient follow-up after HIV testing as follows:
 - 2.4.1 Notifying the Department's Infectious Disease Prevention, Investigation and Care Services Section (IDIPICSS) by telephone, either speaking directly to a person or leaving a confidential voicemail, of all HIV preliminary positive test results no later than 4:00 p.m. the following business day after the day of testing.
 - 2.4.2 Assisting the Department's IDIPICSS in connecting with patients who have a positive HIV diagnoses for the purpose of eliciting, identifying and locating information on sexual and/or needle sharing partners.
- 2.5 The Contractor shall refer individuals who test positive for HIV including, to linkages to care, which may include but not limited to:
 - 2.5.1 Creating a protocol that outlines the process the Contractor will use when referring clients to medical care for additional medical services.
 - 2.5.2 Outlining the process the Contractor will use to refer HIV positive clients to medical care, ensuring the client attends the first medical appointment, and confirm that the client's first medical appointment was completed.
 - 2.5.3 Outlining the contents to include documenting that the client attended their first medical appointment with a HIV medical care provider.
 - 2.5.4 Outlining the process for when there is a waitlist for a client being referred to a medical care provider.
- 2.6 The Contractor shall provide Health Education and literacy training, to be approved by the Department, to HIV positive clients to navigate the HIV system of care per DPHS EIS Standards of Care.
- 2.7 The Contractor shall develop policies and procedures for service delivery of all four components of Early Intervention Services per DPHS Standards of Care as follows:
 - 2.7.1 Developing policies and procedures to fully adopt the Centers for Disease Control and Prevention Guidelines for Routine HIV Testing.

3. Staffing Requirements

- 3.1 The Contractor shall identify one staff person as the primary agency staff person to serve as the DPHS point of contact and one agency staff person as an alternate point of contact. These individuals will be responsible for ensuring all required reporting is timely, complete and will respond to any DPHS staff inquires.
- 3.2 The Contractor shall provide sufficient staff to perform all tasks specified in the Section 2 above. The Contractor shall maintain a level of staffing necessary to



Exhibit A

perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area.

- 3.3 The Contractor shall assure that staff who perform testing services are properly trained in using the test technology and any necessary pre and post test counseling that may be required.
- 3.4 The Contractor shall comply with the Department's security and confidentiality guidelines related to all protected health information, such as but not limited to the Health Insurance Portability Act Business Associate Agreement.
- 3.5 The Contractor shall comply with New Hampshire Administrative Rule He-P 301.02 Reportable Diseases.

4. Reporting Requirements

- 4.1 The Contractor shall submit all required documentation related to HIV testing and counseling on appropriate forms supplied by the Department for each client supported by these funds.
- 4.2 The Contractor shall submit all client visits and testing data collection forms within thirty (30) days of specimen collection.
- 4.3 The Contractor shall maintain ongoing medical records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the Department upon request.
- 4.4 The Contractor shall review all documentation for completeness and adhere to reporting protocols to ensure quality data per He-P 301.02.

5. Performance Measures

- 5.1 The Contractor shall, at a minimum, meet the following performance measures:
 - 5.1.1 Performance Measure #1: To ensure that eligible clients who are tested for HIB receive their results in an appropriate timeframe as follows;
 - 5.1.1.1 Target: 90% of HIV test results performed on the HIV Target Population will be returned to clients within 30 days of testing date;
 - 5.1.1.2 Numerator: The number of HIV test results among the clients that fall within the HIV target population returned within 30 days of the test date; and
 - 5.1.1.3 Denominator: The number of HIV tests performed on clients that fall within the HIV target population.
 - 5.1.2 Performance Measure #2: To ensure that clients who test positive for HIB receive their test results in appropriate time frames as follows:
 - 5.1.2.1 Target: 95% of newly identified, confirmed HIV positive test results will be returned to clients within 30 days;
 - 5.1.2.2 Numerator: The number of newly identified, confirmed HIV positive test results returned to clients within 30 days of the test date; and
 - 5.1.2.3 Denominator: The number of newly identified, confirmed HIV positive test results.



Exhibit A

- 5.1.3 Performance Measure #3: To ensure that clients who test positive for HIV receive timely access to appropriate medical care services as follows:
- 5.1.3.1 Target: 95% of newly identified HIV positive cases referred to medical care will attend their first medical appointment within 90 days of receiving a positive test result;
 - 5.1.3.2 Numerator: The number cases referred to medical care that attend their first medical appointment within 90 days of receiving a positive test result; and
 - 5.1.3.3 Denominator: The number of newly identified HIV positive cases that are referred to medical care services.



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.940, U.S. Department of Health and Human Services, the Center for Disease Control and Prevention, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.2. The invoices must:
 - 4.2.1. Clearly identify the amount requested and the services performed during that period.
 - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 4.2.3. Separately identify any work and amount of attributable and performed by an approved contractor, if applicable.
 - 4.2.4. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B

Page 1 of 1

Contractor Initials DMH

Date 5/11/17

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD									
Budget/Program Name: New Hampshire Women's Health Service @Risk Equity Health Center Budget Request for: RFP-2017-0945-13 Early Intervention Services for HIV (Part of RFP) Budget Period: May 1, 2017-June 30, 2017									
Line Item	Description	Total Program Cost		Contractor Share (Match)			Funded by Other (partial only)		
		Original Budget	Revised Budget	Original Budget	Revised Budget	Original Budget	Revised Budget	Original Budget	Revised Budget
1	Local Revenues	2,538.00	-	-	-	-	-	-	-
2	Grants	128.31	-	-	-	-	-	128.31	-
3	Concessions	-	-	-	-	-	-	-	-
4	Expenses	-	-	-	-	-	-	-	-
4.1	Rent	70.00	-	70.00	-	-	-	-	-
4.2	Water and Maintenance	-	-	-	-	-	-	-	-
4.3	Purchase of Supplies	1,500.00	-	1,500.00	-	-	-	1,500.00	-
4.4	Utilities	1,800.00	-	1,800.00	-	-	-	1,800.00	-
4.5	Telephone	-	-	-	-	-	-	-	-
4.6	Insurance	-	-	-	-	-	-	-	-
4.7	Medical	1,075.00	-	1,075.00	-	-	-	1,075.00	-
4.8	Travel	30.00	-	30.00	-	-	-	30.00	-
4.9	Dues/Fees	200.00	-	200.00	-	-	-	200.00	-
4.10	Contract Expenses	-	-	-	-	-	-	-	-
4.11	Printing	33.00	-	33.00	-	-	-	33.00	-
4.12	Postage	100.00	-	100.00	-	-	-	100.00	-
4.13	Subscriptions	-	-	-	-	-	-	-	-
4.14	Food and Lodging	70.00	-	70.00	-	-	-	70.00	-
4.15	Furniture	70.00	-	70.00	-	-	-	70.00	-
4.16	Travel Expenses	20.00	-	20.00	-	-	-	20.00	-
4.17	Supplies	1,715.00	-	1,715.00	-	-	-	1,715.00	-
4.18	Materials/Consumables	-	-	-	-	-	-	-	-
4.19	Rent/Leases and Utilities	2,800.00	-	2,800.00	-	-	-	2,800.00	-
4.20	Professional/Agency charges	-	-	-	-	-	-	-	-
4.21	Other (List in part of line item)	-	-	-	-	-	-	-	-
TOTAL		16,125.00		16,125.00	1,125.00		1,125.00	11,000.00	11,000.00

**Exhibit B-2
Budget**

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Budget/Program Name: New Hampshire Women's Health Services @Sts Equity Health Center Budget Request No: RFP-2017-0706 Early Intervention Services for HIV Budget Period: July 1, 2017-June 30, 2018											
Line Item No.	Description	Fiscal Year 2017			Fiscal Year 2018			Total			
		Approved	Unapproved	Total	Approved	Unapproved	Total	Approved	Unapproved	Total	
1	Salaries	11,400.00	-	11,400.00	-	-	11,400.00	-	-	11,400.00	
2	Employee Benefits	10,714.50	-	10,714.50	-	-	10,714.50	-	-	10,714.50	
3	Contractors	-	-	-	-	-	-	-	-	-	
4	Travel	120.00	-	120.00	120.00	-	240.00	-	-	240.00	
5	Supplies	-	-	-	-	-	-	-	-	-	
6	Printing	1,800.00	-	1,800.00	-	-	1,800.00	-	-	1,800.00	
7	Utilities	120.00	-	120.00	120.00	-	240.00	-	-	240.00	
8	Medical	1,472.00	-	1,472.00	-	-	1,472.00	-	-	1,472.00	
9	Office	-	-	-	-	-	-	-	-	-	
10	Food	300.00	-	300.00	-	-	300.00	-	-	300.00	
11	Capital Equipment	1,200.00	-	1,200.00	1,200.00	-	2,400.00	-	-	2,400.00	
12	Telephone	250.00	-	250.00	250.00	-	500.00	-	-	500.00	
13	Furniture	100.00	-	100.00	-	-	100.00	-	-	100.00	
14	Information Systems	-	-	-	-	-	-	-	-	-	
15	Books and Literature	120.00	-	120.00	-	-	120.00	-	-	120.00	
16	Insurance	200.00	-	200.00	200.00	-	400.00	-	-	400.00	
17	Bank Charges	100.00	-	100.00	100.00	-	200.00	-	-	200.00	
18	Subtotal	17,156.50	-	17,156.50	1,720.00	-	18,876.50	-	-	18,876.50	
19	Majority Communications	-	-	-	-	-	-	-	-	-	
20	State Expenses and Transport	1,700.00	-	1,700.00	-	-	1,700.00	-	-	1,700.00	
21	Subtotal (contingency)	-	-	-	-	-	-	-	-	-	
22	Other Items (contingency)	-	-	-	-	-	-	-	-	-	
TOTAL		17,156.50	-	17,156.50	1,720.00	-	18,876.50	-	-	18,876.50	

**Exhibit B-3
Budget**

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

Budget/Program Name: **New Hampshire Women's Health Center aka Equity Health Center**

Budget Request for: **RFPA-2017-0016-Early Intervention Services for HIV
(Plan of HIV)**

Budget Period: **July 1, 2016-June 30, 2017**

Line Item	2016			2017			2018			2019		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Personnel	48,241.00	-	48,241.00	48,241.00	-	48,241.00	48,241.00	-	48,241.00	48,241.00	-	48,241.00
2. Contractual	11,181.23	-	11,181.23	11,181.23	-	11,181.23	11,181.23	-	11,181.23	11,181.23	-	11,181.23
3. Materials	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
4. Travel	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
5. Printing	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
6. Reproduction	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
7. Telephone	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
8. Postage	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
9. Office	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
10. Utilities	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
11. Insurance	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
12. Depreciation	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
13. Other	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
TOTAL	77,019.00	-	77,019.00	77,019.00	-	77,019.00	77,019.00	-	77,019.00	77,019.00	-	77,019.00



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

4/19/17
Date

Dalia M Vidunas
Name: DALIA VIDUNAS
Title: EXECUTIVE DIRECTOR



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

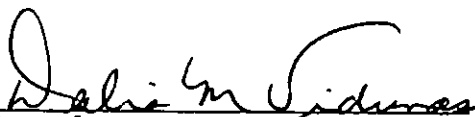
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:

4/19/17
Date


Name: DALIA VIDUNAS
Title: EXECUTIVE DIRECTOR



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

4/19/17
Date

Dalia Vidunas
Name: DALIA VIDUNAS
Title: EXECUTIVE DIRECTOR



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

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

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

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

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

Exhibit G

Contractor Initials

[Handwritten Signature]

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

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:

4/19/17
Date

Dalia Vidunas
Name: DALIA VIDUNAS
Title: EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials DMV

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



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:

4/19/17
Date

Dalia M Vidunas
Name: DALIA VIDUNAS
Title: EXECUTIVE DIRECTOR



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

DM

4/19/17



Exhibit I

- 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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

5/9/17
Date

EQUALITY HEALTH CENTER
Name of the Contractor

[Signature]
Signature of Authorized Representative

DALIA VIDUNAS
Name of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

4/19/17
Date



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

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

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

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

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

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

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

Contractor Name:

4/19/17
Date

Dalia M Vidunas
Name: DALIA VIDUNAS
Title: EXECUTIVE DIRECTOR



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: 01-234-3067
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Early Intervention Services for Human Immunodeficiency Virus

This 1st Amendment to the Early Intervention Services for Human Immunodeficiency Virus contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Planned Parenthood of Northern New England, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 784 Hercules Drive, Suite 110, Colchester, VT 05446.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #50), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract 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, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$517,500.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A, Amendment #1, Scope of Services.
6. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 3 and replace with:
 3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 through Exhibit B-5, Budget Sheet.
7. Add Exhibit B-4, Amendment #1, Budget Sheet.
8. Add Exhibit B-5, Amendment #1, Budget Sheet.

New Hampshire Department of Health and Human Services
Early Intervention Services for Human Immunodeficiency Virus



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

State of New Hampshire
Department of Health and Human Services

6/12/19
Date

[Signature]
Lisa Morris:
Director: DPHS

Planned Parenthood of Northern New England

6/6/19
Date

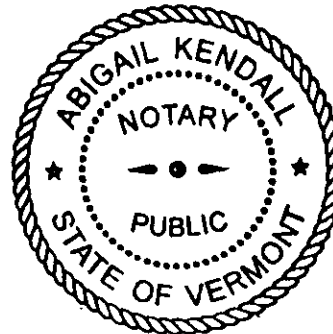
[Signature]
Name: Meagan Gallagher
Title: President/CEO

Acknowledgement of Contractor's signature:

State of Vermont, County of Chittenden on June 6th 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Abby Kendall
Name and Title of Notary or Justice of the Peace



My Commission Expires: 1/31/21

**New Hampshire Department of Health and Human Services
Early Intervention Services for Human Immunodeficiency Virus**



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

OFFICE OF THE ATTORNEY GENERAL

6/17/2019
Date

Nancy S. Smith
Name: *Nancy S. Smith*
Title: *Sr. Assh. Atty General*

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
Early Intervention Services for Human Immunodeficiency Virus

Exhibit A, Amendment #1

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

2. Scope of Services

- 2.1 The Contractor shall continue implementation an Early Intervention Service Program following the Department's New Hampshire Ryan White Program Standards of Care for EIS and the Centers for Disease Control and Prevention Routine HIV Testing Guidelines (2006).
- 2.2 The Contractor shall deliver an Early Intervention Service Program that includes but are not limited to:
 - 2.2.1 Routine HIV Testing and Targeted Counseling;
 - 2.2.2 Referral Services;
 - 2.2.3 Linkage to Care; and
 - 2.2.4 Outreach Services and Health Education/Risk Reduction related to HIV diagnosis.
- 2.3 The Contractor shall provide HIV testing activities including but not limited to:
 - 2.3.1 Utilizing all available insurance coverage options for HIV testing; NH DPHS shall be the payer of last resort.



**New Hampshire Department of Health and Human Services
Early Intervention Services for Human Immunodeficiency Virus**

Exhibit A, Amendment #1

-
- 2.3.2 Providing HIV testing in health care settings that are simple, accessible, and straight forward and minimizes client barriers.
 - 2.3.3 Providing HIV testing utilizing 4th generation HIV testing technology for those individuals who meet the criteria of a recent exposure to HIV, and rapid HIV testing technology for all others in accordance with CDC screening and treatment guidelines to the priority populations.
 - 2.3.4 Completing the specimen collection for the HIV test, upon consent of the individual and in accordance with Department policy.
 - 2.3.5 Submitting specimens within 72 hours of specimen collection, in accordance with Department requirements, to the Department's Public Health Laboratories for testing and detection of HIV.
 - 2.4 The Contractor shall provide patient follow-up after HIV testing including but not limited to:
 - 2.4.1 Notifying the Department's Infectious Disease Prevention, Investigation and Care Services Section (IDIPICSS) by telephone, either speaking directly to a person or leaving a confidential voicemail, of all HIV preliminary positive test results no later than 4:00 p.m. the following business day after the day of testing.
 - 2.4.2 Assisting the Department's IDIPICSS in connecting with patients who have a positive HIV diagnoses for the purpose of eliciting, identifying and locating information on sexual and/or needle sharing partners.
 - 2.5 The Contractor shall refer individuals who test positive for HIV including, to linkages to care, including but not limited to:
 - 2.5.1 Creating a protocol that outlines the process the Contractor will use when referring clients to medical care for additional medical services.
 - 2.5.2 Outlining the process, the Contractor will use to refer HIV positive clients to medical care, ensuring the client attends the first medical appointment, and confirm that the client's first medical appointment was completed.
 - 2.5.3 Outlining the contents to include documenting that the client attended their first medical appointment with a HIV medical care provider.
 - 2.5.4 Outlining the process for when there is a waitlist for a client being referred to a medical care provider.
 - 2.6 The Contractor shall provide Outreach Services and Health Education/Risk Reduction related to HIV Diagnosis, to be approved by the Department, per DPHS EIS Standards of Care.
 - 2.7 The Contractor shall research and adopt an EIS campaign focused on increased uptake of Pre Exposure Prophylaxis (PrEP) among vulnerable populations.
 - 2.8 The Contractor shall develop policies and procedures for service delivery of all four components of Early Intervention Services per DPHS Standards of Care including but not limited to: Developing policies and procedures to fully adopt the Centers for Disease Control and Prevention Guidelines for Routine HIV Testing.



**New Hampshire Department of Health and Human Services
Early Intervention Services for Human Immunodeficiency Virus**

Exhibit A, Amendment #1

3. Staffing Requirements

- 3.1 The Contractor shall identify one staff person as the primary agency staff person to serve as the DPHS point of contact to ensure alternate point of contact. These individuals will be responsible for ensure all required reporting is timely, complete and will respond to any DPHS staff inquires.
- 3.2 The Contractor shall provide sufficient staff to perform all tasks specified in the Section 2 above. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area.
- 3.3 The Contractor shall assure that staff who perform testing services are properly trained in using the test technology and any necessary pre and post test counseling that may be required.
- 3.4 The Contractor shall comply with the Department's security and confidentiality guidelines related to all protected health information, such as but not limited to the Health Insurance Portability Act Business Associate Agreement.
- 3.5 The Contractor shall comply with New Hampshire Administrative Rule He-P 301.02 Reportable Diseases.

4. Reporting Requirements

- 4.1 The Contractor shall submit all required documentation related to HIV testing and counseling on appropriate forms supplied by the Department for each client supported by these funds.
- 4.2 The Contractor shall submit all client visits and testing data collection forms within thirty (30) days of specimen collection.
- 4.3 The Contractor shall maintain ongoing medical records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the Department upon request.
- 4.4 The Contractor shall review all documentation for completeness and adhere to reporting protocols to ensure quality data per He-P 301.02.
- 4.5 The Contractor shall submit a quarterly report, in a format approved by DPHS, that outlines program implementation progress, challenges, performance measures and spending.
- 4.6 The Contractor shall complete EIS HIV testing forms for all test kits purchased by DPHS.

5. Performance Measures

- 5.1 The Contractor shall, at a minimum, meet the following performance measures:



**New Hampshire Department of Health and Human Services
Early Intervention Services for Human Immunodeficiency Virus**

Exhibit A, Amendment #1

-
- 5.1.1 Performance Measure #1: To ensure that eligible EIS clients who are tested for HIV receive their results in an appropriate timeframe as follows:
 - 5.1.1.1 Target: 90% of HIV test results performed on the EIS Population will be returned to clients within 30 days of testing date;
 - 5.1.1.2 Numerator: The number of HIV test results among the clients that fall within the EIS population returned within 30 days of the test date; and
 - 5.1.1.3 Denominator: The number of HIV tests performed on EIS clients that fall within the HIV target population.
 - 5.1.1.4 Data Source: Contractor shall track data independently and report in the aggregate, on the quarterly report outlined in 4.5.
 - 5.1.2 Performance Measure #2: To ensure that EIS clients who test positive for HIV receive their test results in appropriate time frames as follows:
 - 5.1.2.1 Target: 95% of newly identified, confirmed HIV positive test results will be returned to clients within 3 business days;
 - 5.1.2.2 Numerator: The number of newly identified, confirmed HIV positive test results returned to clients within 3 business days of the test date; and
 - 5.1.2.3 Denominator: The number of newly identified, confirmed HIV positive test results.
 - 5.1.2.4 Data Source: Contractor shall track data independently and report in the aggregate, on the quarterly report outlined in 4.5.
 - 5.1.3 Performance Measure #3: To ensure that clients who test positive for HIV receive timely access to appropriate medical care services as follows:
 - 5.1.3.1 Target: 95% of newly identified HIV positive cases referred to medical care will attend their first medical appointment within 30 days of receiving a positive test result;
 - 5.1.3.2 Numerator: The number cases referred to medical care that attend their first medical appointment within 30 days of receiving a positive test result; and
 - 5.1.3.3 Denominator: The number of newly identified HIV positive cases that are referred to medical care services.
 - 5.1.3.4 Data Source: Contractor shall track data independently and report in the aggregate, on the quarterly report outlined in 4.5.

Sub B-4, Budget Sheet, Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: Planned Parenthood of Northern New England

Budget Request for: RFP-2017-0740-16-Early/Early Intervention Services for HIV

Budget Period: July 1, 2016 - June 30, 2019

Line Item	Total (Program) Cost			Contractor Share / Match			Funded by DHH Contract Share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$3,645.29	-	\$3,645.29	-	-	-	\$3,645.29	-	\$3,645.29
2. Employee Benefits	18,872.21	-	18,872.21	-	-	-	18,872.21	-	18,872.21
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rent	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	2,000.00	-	2,000.00	-	-	-	2,000.00	-	2,000.00
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	21,743.67	-	21,743.67	-	-	-	21,743.67	-	21,743.67
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory)	-	-	-	-	-	-	-	-	-
14. Indirect	-	15,088.94	15,088.94	-	-	-	-	15,088.94	15,088.94
TOTAL	106,161.08	15,088.94	121,250.00	-	-	-	106,161.08	15,088.94	121,250.00

Contractor Initial: *[Signature]*
Date: 10/16/17

Exhibit B-4, Budget Sheet, Amendment #1

New Hampshire Department of Health and Human Services

Contractor name Planned Parenthood of Northern New England

Budget Request for: RFP-2017-09198-19-Early/Baby Intervention Services for NH

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor (Share / Match)			Funded by DNHHS (contract share)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	83,646.28	-	83,646.28	-	-	-	83,646.28	-	83,646.28
2. Employee Benefits	18,872.21	-	18,872.21	-	-	-	18,872.21	-	18,872.21
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Permal	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	2,000.00	-	2,000.00	-	-	-	2,000.00	-	2,000.00
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Auto and Travel	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	21,743.67	-	21,743.67	-	-	-	21,743.67	-	21,743.67
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specify state mandatory)	-	-	-	-	-	-	-	-	-
14. Indirect	-	18,988.84	18,988.84	-	-	-	-	18,988.84	18,988.84
TOTAL	106,161.96	18,988.84	125,150.80	-	-	-	106,161.96	18,988.84	125,150.80

Contractor Initial: *ms*
 Date: *6/6/21*

State of New Hampshire

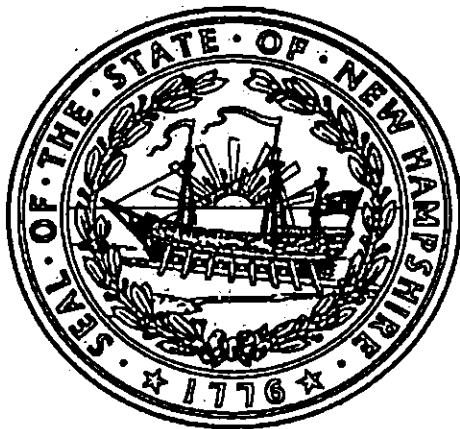
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on September 28, 1984. 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: 77950

Certificate Number: 0004521834



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

NH DHHS CERTIFICATE OF VOTE

I, Anne Fowler, of Planned Parenthood of Northern New England, do hereby certify that:

1. I am the duly elected Secretary of Planned Parenthood of Northern New England;
2. The following are true copies of the resolution duly adopted by a vote of the Board of Trustees of the corporation, duly held on June 5th, 2019;

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 5th day of June, 2019.
4. Meagan Gallagher is the duly elected CEO of this corporation.

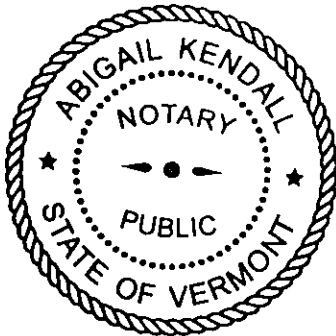


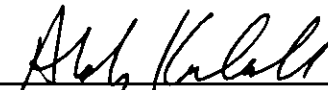
Anne Fowler, Secretary

STATE OF Vermont

COUNTY OF Chittenden

The foregoing instrument was acknowledged before me this 5th day of June, 2019 by Anne Fowler.





Notary Public/Justice of the Peace
My Commission Expires: 1/31/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2018

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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: healthcare.accounts@marsh.com Fax: 212-948-1307	CONTACT NAME: PHONE (A/C No. Ext):		FAX (A/C No.):
	E-MAIL ADDRESS:		
CN101357758-WC-30-30-19-20 COL,VT GLWC	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: New Hampshire Insurance Company		23841
	INSURER B: N/A		N/A
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** NYC-010009990-08 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			082695195	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ INCLUDED
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPROP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 015425137	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER NH DEPARTMENT OF HEALTH & HUMAN SERVICES ATTN: DIRECTOR, DIVISION OF PUBLIC HEALTH SERVICES 29 HAZEN DRIVE CONCORD, NH 03301-6504	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 of Marsh USA Inc. Ricki Fitzsimmons <i>Ricki Fitzsimmons</i>
---	---

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MISSION STATEMENT

To provide, promote, and protect access to reproductive health care and sexuality education so that all people can make voluntary choices about their reproductive and sexual health.





INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE), which comprise the consolidated statement of financial position as of December 31, 2018, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated 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 consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated 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 PPNNE's internal control. Accordingly, we express no such opinion. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statement presentation.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, ~~the consolidated financial position of PPNNE as of December 31, 2018, and the consolidated~~ results of their operations, changes in their net assets and their cash flows for the year then ended, in conformity with U.S. generally accepted accounting principles.

Other Matters

Report on Summarized Comparative Information

We have previously audited PPNNE's 2017 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated May 24, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2017 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, in 2018 PPNNE adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-14, ~~Presentation of Financial Statements of Not-for-Profit Entities~~ (Topic 958). Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 29, 2019 on our consideration of PPNNE's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of PPNNE's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering PPNNE's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
April 29, 2019
Registration No. 92-0000278

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Financial Position

December 31, 2018

(With Comparative Totals for December 31, 2017)

ASSETS				
	Without Donor Restrictions	With Donor Restrictions	2018 Total	2017 Total
Current assets				
Cash	\$ 6,640,427	\$ 992,859	\$ 7,633,286	\$ 6,773,987
Accounts receivable, net	1,634,820	-	1,634,820	1,709,090
Contributions receivable, net	729,319	18,977	748,296	1,031,221
Other	<u>1,008,001</u>	<u>-</u>	<u>1,008,001</u>	<u>1,012,490</u>
Total current assets	<u>10,012,567</u>	<u>1,011,836</u>	<u>11,024,403</u>	<u>10,526,788</u>
Property and equipment				
Land	35,657	-	35,657	54,157
Buildings	2,598,747	-	2,598,747	3,030,500
Leasehold improvements	4,977,416	-	4,977,416	4,895,538
Furniture, fixtures and equipment	3,328,301	-	3,328,301	3,305,532
Construction-in-progress	<u>825,028</u>	<u>-</u>	<u>825,028</u>	<u>119,308</u>
	11,765,149	-	11,765,149	11,405,035
Less accumulated depreciation and amortization	<u>(7,450,912)</u>	<u>-</u>	<u>(7,450,912)</u>	<u>(7,119,176)</u>
Property and equipment, net	<u>4,314,237</u>	<u>-</u>	<u>4,314,237</u>	<u>4,285,859</u>
Other assets				
Contributions receivable, net of current portion	-	65,907	65,907	23,378
Long-term investments	3,317,766	1,263,577	4,581,343	4,847,426
Other	<u>174,752</u>	<u>405,916</u>	<u>580,668</u>	<u>862,167</u>
Total other assets	<u>3,492,518</u>	<u>1,735,400</u>	<u>5,227,918</u>	<u>5,732,971</u>
Total assets	<u>\$ 17,819,322</u>	<u>\$ 2,747,236</u>	<u>\$20,566,558</u>	<u>\$20,545,618</u>

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

LIABILITIES AND NET ASSETS

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2018 Total</u>	<u>2017 Total</u>
Current liabilities				
Current portion of long-term debt	\$ 10,500	\$ -	\$ 10,500	\$ 10,000
Accounts payable and accrued expenses	869,081	-	869,081	997,307
Accrued salaries and benefits	869,502	-	869,502	768,663
Other	<u>1,179,831</u>	<u>-</u>	<u>1,179,831</u>	<u>1,022,678</u>
Total current liabilities	2,928,914	-	2,928,914	2,798,648
Long-term debt, net of current portion	<u>249,511</u>	<u>-</u>	<u>249,511</u>	<u>259,767</u>
Total liabilities	<u>3,178,425</u>	<u>-</u>	<u>3,178,425</u>	<u>3,058,415</u>
Net assets				
Without donor restrictions	14,640,897	-	14,640,897	13,358,214
With donor restrictions	<u>-</u>	<u>2,747,236</u>	<u>2,747,236</u>	<u>4,128,989</u>
Total net assets	<u>14,640,897</u>	<u>2,747,236</u>	<u>17,388,133</u>	<u>17,487,203</u>
Total liabilities and net assets	<u>\$ 17,819,322</u>	<u>\$ 2,747,236</u>	<u>\$20,566,558</u>	<u>\$20,545,618</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Activities

**Year Ended December 31, 2018
(With Comparative Totals for Year Ended December 31, 2017)**

	Without-Donor Restrictions	With-Donor Restrictions	2018 Total	2017 Total
Operating revenue and support				
Gross patient service revenue	\$ 38,805,985	\$ -	\$ 38,805,985	\$ 38,236,910
Less contractual allowances and discounts	24,084,403	-	24,084,403	23,211,638
Patient service revenue (net of contractual allowances and discounts)	14,721,582	-	14,721,582	15,025,272
Less provision for bad debts	763,092	-	763,092	704,552
Net patient service revenue	13,958,490	-	13,958,490	14,320,720
Grants and contracts	3,891,495	-	3,891,495	3,559,538
Contributions and bequests	6,485,997	238,886	6,724,883	7,328,059
Other	582,993	54,181	637,174	548,258
	24,918,975	293,067	25,212,042	25,756,575
Net assets released from restrictions	973,380	(973,380)	-	-
Total operating revenue and support	25,892,355	(680,313)	25,212,042	25,756,575
Operating expenses				
Program services				
Direct-patient services	17,791,280	-	17,791,280	16,432,626
Education and outreach	188,070	-	188,070	132,052
Public policy	2,323,732	-	2,323,732	1,626,944
Marketing and communication	278,696	-	278,696	209,744
Total program services	20,581,778	-	20,581,778	18,401,366
Support services				
General and administrative	2,815,511	-	2,815,511	2,585,306
Fundraising	1,389,606	-	1,389,606	1,165,984
Total support services	4,205,117	-	4,205,117	3,751,290
Total expenses	24,786,895	-	24,786,895	22,152,656
Change in net assets from operations	1,105,460	(680,313)	425,147	3,603,919
Other changes				
Non-operating investment (loss) gain	(349,920)	(174,297)	(524,217)	396,807
Contributions	-	-	-	15,080
Net assets released from restrictions	527,143	(527,143)	-	-
Total other changes	177,223	(701,440)	(524,217)	411,887
Change in net assets	1,282,683	(1,381,753)	(99,070)	4,015,806
Net assets, beginning of year	13,358,214	4,128,989	17,487,203	13,471,397
Net assets, end of year	\$ 14,640,897	\$ 2,747,236	\$ 17,388,133	\$ 17,487,203

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Functional Expenses

**Year Ended December 31, 2018
(With Comparative Totals for Year Ended December 31, 2017)**

	Direct Patient Services	Education and Outreach	Public Policy	Marketing and Communication	Total Program Services	General and Administrative	Fundraising	Total Support Services	2018 Total	2017 Total
Payroll and related costs	\$ 10,739,362	\$ 144,921	\$ 1,192,623	\$ 103,716	\$ 12,180,622	\$ 1,595,257	\$ 1,020,507	\$ 2,615,764	\$ 14,796,386	\$ 13,122,084
Contraceptive supplies	1,954,567	51	-	-	1,954,618	-	-	-	1,954,618	2,068,450
Outside laboratory fees	477,267	-	-	-	477,267	-	-	-	477,267	516,341
Occupancy costs	1,799,342	13,596	138,631	10,091	1,961,660	145,268	55,336	200,604	2,162,264	1,989,820
Medical supplies	697,400	30	-	-	697,430	-	-	-	697,430	701,247
Professional services	584,905	63	201,050	75	786,093	595,646	40,833	636,479	1,422,572	995,742
Advertising	-	-	198,199	122,912	321,111	11,391	350	11,741	332,852	213,782
Insurance and taxes	222,969	248	2,734	145	226,096	12,302	1,008	13,310	239,406	233,984
Printing and postage	58,622	2,912	5,196	37,075	103,805	4,380	66,296	70,676	174,481	190,217
Dues and materials	56,731	4,401	168,522	-	229,654	9,767	2,510	12,277	241,931	175,683
Interest expense	13,096	-	-	-	13,096	-	-	-	13,096	24,685
Other	521,893	21,727	388,291	4,682	936,593	318,556	188,204	506,760	1,443,353	1,165,348
Total expenses before depreciation and amortization	17,126,154	187,949	2,295,246	278,696	19,888,045	2,692,567	1,375,044	4,067,611	23,955,656	21,397,383
Depreciation and amortization	665,126	121	28,486	-	693,733	122,944	14,562	137,506	831,239	755,273
Total expenses	\$ 17,791,280	\$ 188,070	\$ 2,323,732	\$ 278,696	\$ 20,581,778	\$ 2,815,511	\$ 1,389,606	\$ 4,205,117	\$ 24,786,895	\$ 22,152,656

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Cash Flows

**Year Ended December 31, 2018
(With Comparative Totals for Year Ended December 31, 2017)**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ (99,070)	\$ 4,015,806
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	831,239	755,273
Provision for bad debts	763,092	704,552
Revenue from contributed securities	(692,102)	(1,457,623)
Proceeds of contributed securities	692,102	1,457,623
Unrealized/realized loss (gain) on investments	584,446	(433,390)
Contributions restricted to long-term purposes	-	(15,080)
Change in value of beneficial interest in trusts	95,944	(241,753)
Gain on disposal of property and equipment	(223,785)	-
(Increase) decrease in		
Accounts receivable	(688,822)	(1,126,863)
Contributions receivable	210,631	373,508
Other current assets	4,489	(168,065)
Other long-term assets	185,555	55,864
(Decrease) increase in		
Accounts payable and accrued expenses	(339,709)	431,401
Accrued salaries and benefits	100,839	31,414
Other current liabilities	157,153	143,075
Net cash provided by operating activities	<u>1,582,002</u>	<u>4,525,742</u>
Cash flows from investing activities		
Purchases of property and equipment	(746,831)	(461,501)
Proceeds from sale of property and equipment	322,482	-
Proceeds from sale of investments	312,677	1,122,100
Purchases of investments	(631,040)	(1,087,593)
Net cash used by investing activities	<u>(742,712)</u>	<u>(426,994)</u>
Cash flows from financing activities		
Contributions received for long-term purposes	29,765	48,202
Principal payments on long-term debt	(9,756)	(411,063)
Net cash provided (used) by financing activities	<u>20,009</u>	<u>(362,861)</u>
Net increase in cash	859,299	3,735,887
Cash, beginning of year	<u>6,773,987</u>	<u>3,038,100</u>
Cash, end of year	<u>\$ 7,633,286</u>	<u>\$ 6,773,987</u>
Supplemental disclosure:		
Noncash investing and financing transactions		
Purchases of property and equipment included in accounts payable and accrued expenses	<u>\$ 211,483</u>	<u>\$ -</u>

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018
(With Comparative Totals for December 31, 2017)

Nature of Activities

Planned Parenthood of Northern New England, Inc. (PPNNE) is a Vermont nonprofit corporation organized for the purpose of providing reproductive health and education services. PPNNE is also an advocacy organization working for public policies which guarantee reproductive rights and ensure access to services. PPNNE is registered to conduct business in Maine, New Hampshire and Vermont.

In 1990, PPNNE established Planned Parenthood of Northern New England Action Fund, Inc., a nonprofit corporation, for the purpose of expanding lobbying activities for the states of Maine, New Hampshire and Vermont. During 2014, PPNNE amended the operating documents of Planned Parenthood of Northern New England Action Fund, Inc. to include activities for only the state of Vermont and renamed the corporation Planned Parenthood Vermont Action Fund, Inc. Also during 2014, PPNNE established Planned Parenthood Maine Action Fund, Inc. and Planned Parenthood New Hampshire Action Fund, Inc., both nonprofit corporations, for the purpose of expanding lobbying activities for the states of Maine and New Hampshire, respectively.

Operations and balances of Planned Parenthood Vermont Action Fund, Inc., Planned Parenthood Maine Action Fund, Inc. and Planned Parenthood New Hampshire Action Fund, Inc. (collectively known as the Action Funds) are considered immaterial to PPNNE, but are included in the accompanying consolidated financial statements.

1. Summary of Significant Accounting Policies

New Accounting Pronouncements

In August 2016, the Financial Accounting Standard Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The previous three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The ASU is effective for PPNNE for the year ended December 31, 2018.

In July 2018, FASB issued ASU No. 2018-08, *Not-for-Profit Entities* (Topic 958). The ASU was issued to clarify and improve the accounting guidance for contributions received and contributions made. The ASU is effective for annual periods beginning after December 15, 2018. PPNNE is evaluating the impact that ASU No. 2018-08 will have on its consolidated financial statements and related disclosures.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

In May 2014, FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which PPNNE expects to be entitled in exchange for those goods and services. ASU No. 2014-09 will replace most existing revenue recognition guidance in U.S. generally accepted accounting principles (U.S. GAAP) when it becomes effective. ASU No. 2014-09 is effective for the PPNNE's fiscal year ending December 31, 2019. ASU No. 2014-09 permits the use of either the retrospective or cumulative effect transition method. PPNNE is evaluating the impact that ASU No. 2014-09 will have on its consolidated financial statements and related disclosures.

In February 2016, FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The ASU was issued to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities in the statement of financial position and disclosing key information about leasing arrangements. The ASU is effective for annual periods beginning after December 15, 2019. Management is reviewing the guidance in the ASU to determine whether it will have a material effect on PPNNE's financial position or changes in its net assets.

Principles of Consolidation

The consolidated financial statements include the accounts of PPNNE and the Action Funds. The Action Funds are consolidated since PPNNE has both an economic interest in the Action Funds and control of the Action Funds through a majority voting interest in their governing boards. All material interorganizational transactions have been eliminated.

Comparative Financial Information

The consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with PPNNE's consolidated financial statements for the year ended December 31, 2017, from which the summarized information was derived.

Use of Estimates

The preparation of the consolidated 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 consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018
(With Comparative Totals for December 31, 2017)

Basis of Statement Presentation

The consolidated financial statements of PPNNE have been prepared in accordance with U.S. GAAP, which require PPNNE to report information regarding its consolidated financial position and activities according to the following net asset classification:

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 PPNNE. These net assets may be used at the discretion of PPNNE's management and the Board of Trustees.

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 PPNNE or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Promises to Give

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. The gifts are reported as support for net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets.

Income Taxes

The Internal Revenue Service has determined that PPNNE and its subsidiaries, the Action Funds, are exempt from taxation under Internal Revenue Code Sections 501(c)(3) and 501(c)(4), respectively. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

Cash

PPNNE maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. PPNNE has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

In evaluating the collectibility of patient accounts receivable, PPNNE analyzes past results and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Data for each major source is regularly reviewed to evaluate the allowance for uncollectible accounts. For receivables relating to services provided to patients having third-party coverage, PPNNE analyzes contractually due amounts and provides an allowance for uncollectible accounts and a corresponding provision for bad debts. For receivables relating to self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances for which third-party coverage exists for part of the bill), PPNNE records a provision for bad debts in the period of service based on past experience, which indicates that many patients are unable to pay amounts for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged against the allowance for uncollectible accounts.

The allowance for uncollectible accounts was \$930,000 and \$758,000 at December 31, 2018 and 2017, respectively. During 2018 and 2017, net write-offs of self-pay accounts were approximately \$587,000 and \$552,000, respectively. An increase in the self-pay accounts receivable balances led management to increase the allowance for uncollectible accounts by \$172,000.

Property and Equipment

Property and equipment is stated at cost at the date of acquisition or fair market value at the date of the gift. Donated property and equipment is reported as support without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as support with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, PPNNE reports expirations when the donated or acquired assets are placed in service as instructed by the donor. PPNNE reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Depreciation is computed using the straight-line method over the estimated useful lives of the underlying assets. Amortization of leasehold improvements is computed using the straight-line method over the lesser of the useful lives or the term of the underlying leases. The cost of maintenance and repairs is charged to expense as incurred; renewals and betterments greater than \$1,000 are capitalized.

At December 31, 2018, PPNNE was in the process of renovating its Manchester, New Hampshire and Brattleboro, Vermont locations. As of December 31, 2018, PPNNE had incurred costs of approximately \$790,000. Renovations for Brattleboro, Vermont were completed in January 2019 and renovations for Manchester, New Hampshire are expected to be completed in July 2019. The estimated total cost of these projects of \$1,300,000 is being funded through restricted donations from a capital campaign.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

**December 31, 2018
(With Comparative Totals for December 31, 2017)**

Investments

PPNNE is required to report covered investments in the statement of financial position at fair value with any realized or unrealized gains and losses reported in the consolidated statement of activities. Covered investments include all equity securities with readily determinable fair values and all investments in debt securities. All of PPNNE's investments are held in cash and cash equivalents, exchange traded funds or mutual funds.

Gifts of securities are reported at fair value on the date of the gift. PPNNE's policy is to liquidate all donated securities as soon as possible. Any resulting gain or loss is recognized in the net assets without donor restrictions category.

An amount equal to investment income appropriated for operating purposes is included in operating revenue and support in the consolidated statement of activities. The remainder of investment income is excluded from the consolidated change in net assets from operations.

Change in Net Assets from Operations

The statement of activities report the change in net assets from operations. The changes in net assets which are excluded from this measurement include investment income greater than amounts eligible to be distributed pursuant to PPNNE's spending policy, contributions which are restricted by the donor to be maintained in perpetuity or which are donor-restricted to be used for the purpose of acquiring long-term assets and the release thereof when PPNNE has complied with the donative restrictions.

Net Patient Service Revenue

PPNNE has agreements with third-party payors that provide for payments at amounts different from their established rates. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered. For the years ended December 31, 2018 and 2017, net patient service revenue was reduced by \$14,787,881 and \$14,392,653, respectively, as a result of third-party contractual allowances and other adjustments.

The net patient service revenue percentage by third-party payors and patients for the years ended December 31 was as follows:

	<u>2018</u>	<u>2017</u>
Commercial	66%	68%
Medicare and Medicaid	21	20
Private pay	13	12
	<u>100%</u>	<u>100%</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

Charity Care

PPNNE also provides patient services under sliding fee arrangements. These discounts from charges are available for eligible patients whose income and family size meet the criteria outlined in the federal poverty guidelines updated each year. Because PPNNE does not pursue collection of amounts determined to qualify as charity care as described above, they are not reported as patient service revenue. PPNNE maintains records to identify the amount of charges forgone for services and supplies furnished under its sliding fee/charity care policy, as well as the estimated cost of those services and supplies and equivalent service statistics.

The following information measures the level of charity care provided during the years ended December 31:

	<u>2018</u>	<u>2017</u>
Charges foregone, based on established rates	<u>\$ 8,311,036</u>	<u>\$ 8,070,504</u>
Estimated costs and expenses incurred to provide charity care	<u>\$ 5,344,000</u>	<u>\$ 4,692,000</u>
Equivalent percentage of charity care charges to patient charges	<u>21.56%</u>	<u>21.18%</u>

Cost of providing charity care services has been estimated based on an overall financial statement ratio of costs to charges applied to charity charges forgone.

Functional Allocation of Expenses

PPNNE's expenses are presented on a functional basis, showing basic program activities and support services. PPNNE directly assigns costs based on the organizational cost centers (functional units) in which expenses are incurred or expenses are allocated between support functions and program services based on an analysis of personnel time and space utilized for the related services.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, PPNNE has considered transactions or events occurring through April 29, 2019, which was the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

2. Liquidity and Availability of Financial Assets

PPNNE regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds. PPNNE has various sources of liquidity at its disposal, including cash, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, PPNNE considers all expenditures related to its ongoing activities, and general and administrative services undertaken to support those ongoing activities, to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, PPNNE operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings.

PPNNE had working capital less assets with restrictions of \$5,702,124 and \$5,304,437 at December 31, 2018 and 2017, respectively. PPNNE had average days (based on normal expenditures) cash and unrestricted investments on hand of 152 and 143 at December 31, 2018 and 2017, respectively.

At December 31, 2018 and 2017, the following financial assets could readily be available within one year of the statement of financial position date to meet general expenditure:

	<u>2018</u>	<u>2017</u>
Financial assets		
Cash	\$ 7,633,286	\$ 6,773,987
Accounts receivable, net	1,634,820	1,709,090
Contributions receivable, net	748,296	1,031,221
Grants receivable due in one year or less for operations	397,655	409,384
Investments without board-designation or donor-restrictions	443,433	550,315
Expected appropriation of donor-restricted endowed funds for use over the next 12 months	55,063	54,181
Expected appropriation of board-designated endowed funds for use over the next 12 months	<u>133,360</u>	<u>129,895</u>
Total financial assets	<u>11,045,913</u>	<u>10,658,073</u>
Assets with restrictions		
Board-designated cash for capital acquisitions	(1,642,881)	(1,167,776)
Donor-restricted cash for capital acquisitions	(750,484)	(1,247,627)
Donor-restricted cash for endowment	<u>-</u>	<u>(8,300)</u>
Total assets with restrictions	<u>(2,393,365)</u>	<u>(2,423,703)</u>
Financial assets available to meet general expenditures within one year	<u>\$ 8,652,548</u>	<u>\$ 8,234,370</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018
(With Comparative Totals for December 31, 2017)

PPNNE's Board of Trustees has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Trustees.

PPNNE also has a line of credit available to meet short-term needs, as disclosed in Note 7.

3. Accounts Receivable

Accounts receivable consisted of the following:

	<u>2018</u>	<u>2017</u>
Patient accounts receivable	\$ 3,514,820	\$ 3,339,090
Less allowance for contractual adjustments	(950,000)	(872,000)
Less allowance for uncollectible accounts	<u>(930,000)</u>	<u>(758,000)</u>
	<u>\$ -1,634,820</u>	<u>\$ -1,709,090</u>

4. Contributions Receivable

Contributions receivable consisted of the following:

	<u>2018</u>	<u>2017</u>
Contributions for		
Operating purposes	\$ 755,098	\$ 861,850
Operating purposes, time restriction	65,000	170,000
Capital projects	<u>1,000</u>	<u>32,000</u>
Contributions receivable, gross	821,098	1,063,850
Less allowance for uncollectible contributions and unamortized discounts of approximately 2% at December 31, 2018 and 2017	<u>(6,895)</u>	<u>(9,251)</u>
Contributions receivable, net	814,203	1,054,599
Less contributions receivable, current portion	<u>748,296</u>	<u>1,031,221</u>
Contributions receivable, net of current portion	<u>\$ 65,907</u>	<u>\$ 23,378</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

**December 31, 2018
(With Comparative Totals for December 31, 2017)**

Contributions are due as follows at December 31:

	<u>2018</u>	<u>2017</u>
Less than one year	\$ 750,458	\$ 1,038,846
One to five years	<u>70,640</u>	<u>25,004</u>
Contributions receivable, gross	<u>\$ 821,098</u>	<u>\$ 1,063,850</u>

5. Beneficial Interest in Trusts

PPNNE is a member of the Planned Parenthood Federation of America, Inc. (PPFA), a national organization, and pays quarterly dues to PPFA for program support provided: PPFA administers various charitable gift annuity and pooled income fund gift programs and a charitable remainder annuity trust in which PPNNE is designated to receive any remaining assets at the end of the program's term. PPNNE's interest in these trusts is reported as a contribution in the year in which it is notified of its interest.

Several donors have established trusts naming PPNNE as the beneficiary of charitable remainder trusts, which are administered by a third-party. The charitable remainder trusts provide for the payment of distributions to the grantor or other designated beneficiaries over the trust's term (usually the designated beneficiary's lifetime).

The beneficial interest in these trusts is calculated based on the present value of the underlying assets using the beneficiaries' life expectancies and a 2.56% and 2.16% discount rate in 2018 and 2017, respectively.

Beneficial interest in trusts, included in other long-term assets in the consolidated statement of financial position, consisted of the following:

	<u>2018</u>	<u>2017</u>
Charitable gift annuities	\$ 78,778	\$ 112,553
Charitable remainder unitrusts	<u>327,138</u>	<u>573,268</u>
	<u>\$ 405,916</u>	<u>\$ 685,821</u>

6. Investments

The market value of the investments is as follows:

	<u>2018</u>	<u>2017</u>
Cash and cash equivalents	\$ 195,052	\$ 94,371
Mutual funds	4,028,205	4,415,409
Exchange traded funds	<u>358,086</u>	<u>337,646</u>
	<u>\$ 4,581,343</u>	<u>\$ 4,847,426</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

Investment income (loss) is summarized as follows:

	<u>2018</u>	<u>2017</u>
Interest and dividend income	\$ 268,862	\$ 170,639
Realized gain	12,976	16,778
Unrealized (loss) gain	(597,422)	416,612
Investment fees	<u>(24,557)</u>	<u>(25,222)</u>
	<u>\$ (340,141)</u>	<u>\$ 578,807</u>

Net investment (loss) income is reported in the consolidated statement of activities as follows:

	<u>2018</u>	<u>2017</u>
Operating investment income	\$ 184,076	\$ 182,000
Non-operating investment (loss) income	<u>(524,217)</u>	<u>396,807</u>
	<u>\$ (340,141)</u>	<u>\$ 578,807</u>

Investments in general are exposed to various risks, such as interest rates, credit and overall market volatility. As such, it is reasonably possible that changes could materially affect the amounts reported in the consolidated statement of financial position.

7. Line of Credit

PPNNE has a \$1,500,000 line of credit agreement at People's United Bank. The line of credit bears interest at the Wall Street Journal prime rate, subject to a floor (5.50% at December 31, 2018). The agreement expires August 1, 2019. Under the terms of the agreement, investments without donor restrictions not to exceed \$2,300,000, margined at 70% and subject to securities mix and bond rates, as well as 70% of PPNNE's pledged endowment account plus eligible accounts receivable aged 90 days and less, are pledged as collateral. There was no outstanding balance on the line of credit as of December 31, 2018 and 2017.

In connection with the line of credit agreement, PPNNE is required to maintain a debt service coverage ratio of 1.2-to-1. PPNNE was in compliance with this ratio for the year ended December 31, 2018.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018
(With Comparative Totals for December 31, 2017)

8. Long-Term Debt

Long-term debt consisted of the following:

	<u>2018</u>	<u>2017</u>
Mortgage note payable to People's United Bank, with monthly installments due of \$1,904, including interest at 4.87%, through September 2025, with a balloon payment for the remaining balance due at maturity, collateralized by buildings.	\$ 260,011	\$ 269,767
Less current portion	<u>10,500</u>	<u>10,000</u>
Long-term debt, excluding current portion	<u>\$ 249,511</u>	<u>\$ 259,767</u>

Future maturities of long-term debt are approximately as follows:

2019	\$ 10,500
2020	11,000
2021	11,500
2022	12,000
2023	12,500
Thereafter	<u>202,511</u>
	<u>\$ 260,011</u>

Cash paid for interest approximates interest expense for the years ended December 31, 2018 and 2017.

Under the terms of People's United mortgage note agreement, PPNNE is required to maintain financial covenants, which were met as of December 31, 2018 and 2017.

9. Operating Leases

PPNNE rents certain facilities and leases office equipment from third-parties under agreements reflected as operating leases. The total facility rent expense was \$1,223,186 and \$1,120,768 in 2018 and 2017, respectively. Total equipment lease expense was \$43,315 and \$48,010 in 2018 and 2017, respectively.

Future minimum lease commitments are approximately as follows:

2019	\$ 949,000
2020	889,000
2021	668,000
2022	410,000
2023	342,000
Thereafter	<u>709,000</u>
	<u>\$ 3,967,000</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

Rental income relating to subleases under these leases was \$12,700 and \$17,100 in 2018 and 2017, respectively.

10. Commitments and Contingencies

Grants and Contracts

Grants and contracts require the fulfillment of certain conditions as set forth in the instrument of the grant or contract. Failure to fulfill the conditions could result in the return of funds to the grantor. Although that is a possibility, management deems the contingency remote.

Risk Management

PPNNE maintains medical malpractice insurance coverage on a claims-made basis. PPNNE is subject to complaints, claims and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires PPNNE to accrue the ultimate cost of malpractice claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. PPNNE has evaluated its exposure to losses arising from potential claims and determined no such accrual is necessary for the years ended December 31, 2018 and 2017. PPNNE intends to renew coverage on a claims-made basis and anticipates coverage will be available in future periods.

Litigation

PPNNE is involved in legal matters arising from the ordinary course of business. In the opinion of management, these matters will not materially affect PPNNE's financial position.

11. Net Assets

Net assets without donor restrictions were as follows at December 31:

	<u>2018</u>	<u>2017</u>
Undesignated	\$ 11,766,564	\$ 10,485,456
Board-designated endowment funds	<u>2,874,333</u>	<u>2,872,758</u>
	<u>\$ 14,640,897</u>	<u>\$ 13,358,214</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

**December 31, 2018
(With Comparative Totals for December 31, 2017)**

Net assets with donor restrictions are available for the following purposes:

	<u>2018</u>	<u>2017</u>
Funds maintained in perpetuity:		
Key to the Future Fund, income unrestricted	\$ 944,717	\$ 944,717
Laura Fund, income unrestricted	130,429	130,429
The David Wagner Fund, income restricted	50,559	50,559
Maine endowment, income unrestricted	76,209	76,209
Other endowment funds, income unrestricted	<u>113,284</u>	<u>113,284</u>
Total funds maintained in perpetuity	<u>1,315,198</u>	<u>1,315,198</u>
Funds maintained with donor restrictions temporary in nature		
Accumulated (loss) earnings on funds maintained in perpetuity	\$ (51,622)	\$ 117,455
Planned Gifts	405,916	685,821
Laura Fund	51,571	80,014
Other programs	210,689	432,575
Time restriction	65,000	220,299
Capital projects	<u>750,484</u>	<u>1,277,627</u>
Total funds maintained with donor restrictions temporary in nature	<u>1,432,038</u>	<u>2,813,791</u>
Total net assets with donor restrictions	<u>\$ 2,747,236</u>	<u>\$ 4,128,989</u>

Net assets released from restrictions consisted of the following:

	<u>2018</u>	<u>2017</u>
Operating purpose or time restrictions accomplished		
PPFA - planned gifts	\$ 183,961	\$ -
Laura Fund	124,699	35,341
Cancer Screening Access Fund	18,718	19,079
CAPS Grant	50,000	58,826
Restricted to other programs	31,488	9,120
Time restrictions met	<u>564,514</u>	<u>1,064,240</u>
	<u>\$ 973,380</u>	<u>\$ 1,186,606</u>
Nonoperating purpose restrictions accomplished		
Acquisition of long-term assets	<u>\$ 527,143</u>	<u>\$ 49,460</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

12. Endowments

PPNNE's endowments include both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

PPNNE has interpreted the State of Vermont Uniform Prudent Management of Institutional Funds Act (the Act) as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, PPNNE classifies as net assets with perpetual donor restriction (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) accumulations to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' corpus value, the excess is available for appropriation and, therefore, included in net assets with donor restrictions until appropriated by the Board of Trustees for expenditure. PPNNE has interpreted the act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Trustees to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, PPNNE considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of PPNNE and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of PPNNE, and
- (7) The investment policies of PPNNE.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

**December 31, 2018
(With Comparative Totals for December 31, 2017)**

Endowment Composition and Changes in Endowment

The endowment net assets composition by type of fund as of December 31, 2018 is as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 1,263,576	\$ 1,263,576
Board-designated endowment funds	<u>2,874,333</u>	-	<u>2,874,333</u>
Total funds	<u>\$ 2,874,333</u>	<u>\$ 1,263,576</u>	<u>\$ 4,137,909</u>

The changes in endowment net assets for the year ended December 31, 2018 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, December 31, 2017	\$ 2,872,758	\$ 1,432,653	\$ 4,305,411
Investment return:			
Investment income	136,653	55,072	191,725
Net depreciation	<u>(414,479)</u>	<u>(169,968)</u>	<u>(584,447)</u>
Total investment loss	(277,826)	(114,896)	(392,722)
Contributions	1,575	-	1,575
Transfers from undesignated net assets	407,721	-	407,721
Endowment assets appropriated for expenditure	<u>(129,895)</u>	<u>(54,181)</u>	<u>(184,076)</u>
Endowment net assets, December 31, 2018	<u>\$ 2,874,333</u>	<u>\$ 1,263,576</u>	<u>\$ 4,137,909</u>

The endowment net assets composition by type of fund as of December 31, 2017 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 1,432,653	\$ 1,432,653
Board-designated endowment funds	<u>2,872,758</u>	-	<u>2,872,758</u>
Total funds	<u>\$ 2,872,758</u>	<u>\$ 1,432,653</u>	<u>\$ 4,305,411</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

The changes in endowment net assets for the year ended December 31, 2017 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, December 31, 2016	\$ 2,737,758	\$ 1,300,677	\$ 4,038,435
Investment return			
Investment income	30,162	40,429	70,591
Net appreciation	<u>98,515</u>	<u>129,790</u>	<u>228,305</u>
Total investment return	128,677	170,219	298,896
Contributions	135,000	15,080	150,080
Endowment assets appropriated for expenditure	<u>(128,677)</u>	<u>(53,323)</u>	<u>(182,000)</u>
Endowment net assets, December 31, 2017	<u>\$ 2,872,758</u>	<u>\$ 1,432,653</u>	<u>\$ 4,305,411</u>

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires PPNNE to retain as a fund of perpetual duration. Deficiencies of this nature exist in 4 donor-restricted endowment funds, which together have an original gift value of \$1,264,640, a current fair value of \$1,212,005, and an accumulated deficiency of \$52,635 as of December 31, 2018. These deficiencies resulted from unfavorable market fluctuations that occurred shortly after the investment of new contributions for donor-restricted endowment funds and continued appropriation for certain programs that was deemed prudent by the Board of Trustees. There were no deficiencies of this nature as of December 31, 2017.

Return Objectives and Risk Parameters

PPNNE has adopted investment and spending policies for endowment assets that attempt to provide for equal treatment of present and future needs, with neither group favored at the expense of the other. To meet these objectives, the Board of Trustees seeks to provide reasonably stable and predictable funds from the endowment for PPNNE's operating budget, to grow capital and to preserve and grow the real (inflation-adjusted) purchasing power of assets as indicated by the aggregate value of appreciation and income. PPNNE seeks to generate a long-term target rate of return in excess of five percent above the rate of inflation plus costs of managing the investments.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018
(With Comparative Totals for December 31, 2017)

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, PPNNE relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). PPNNE targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, PPNNE seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

Spending Policy

PPNNE's investment policy states that spendable investment income will be calculated as 4% of the average endowment portfolio value based on the portfolio market value at the end of the most recent 12 quarters. Appropriations and withdrawals in excess of this policy must be approved by the Board of Trustees. Under this policy, PPNNE appropriated for distribution \$184,076 and \$182,000 for operating purposes for the years ended December 31, 2018 and 2017, respectively, which are included in other operating revenue and support in the consolidated statement of activities. Earnings on board-designated endowment funds in excess of appropriations are available for operations and are reported as investment return without donor restrictions.

13. Fair Value Measurements

FASB Accounting Standards Codification (ASC) Topic 820-10-20, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820-10-20 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

- Level 1:** Quoted prices (unadjusted) or identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2:** Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active and other inputs that are observable or can be corroborated by observable market data.
- Level 3:** Significant unobservable inputs that reflect PPNNE's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

Assets measured at fair value on a recurring basis were as follows:

	Fair Value Measurements at December 31, 2018			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	\$ 195,052	\$ 195,052	\$ -	\$ -
Mutual funds	4,028,205	4,028,205	-	-
Exchange traded funds	358,086	358,086	-	-
Investments	<u>\$ 4,581,343</u>	<u>\$ 4,581,343</u>	<u>\$ -</u>	<u>\$ -</u>
Contributions receivable	\$ 814,203	\$ -	\$ -	\$ 814,203
Charitable gift annuities	\$ 78,778	\$ -	\$ 78,778	\$ -
Charitable remainder unitrusts	327,138	-	327,138	-
Beneficial interest in trusts	<u>\$ 405,916</u>	<u>\$ -</u>	<u>\$ 405,916</u>	<u>\$ -</u>
	Fair Value Measurements at December 31, 2017			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	\$ 94,371	\$ 94,371	\$ -	\$ -
Mutual funds	4,415,409	4,415,409	-	-
Exchange traded funds	337,646	337,646	-	-
Investments	<u>\$ 4,847,426</u>	<u>\$ 4,847,426</u>	<u>\$ -</u>	<u>\$ -</u>
Contributions receivable	\$ 1,054,599	\$ -	\$ -	\$ 1,054,599
Charitable gift annuities	\$ 112,553	\$ -	\$ 112,553	\$ -
Charitable remainder unitrusts	573,268	-	573,268	-
Beneficial interest in trusts	<u>\$ 685,821</u>	<u>\$ -</u>	<u>\$ 685,821</u>	<u>\$ -</u>

The fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for PPNNE's various financial instruments included in Level 2 and Level 3.

The fair value for the beneficial interest in trusts is primarily based on an estimate of the fair value of underlying securities invested in by the trusts, discounted to their present value. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

The fair value for Level 3 assets is based upon the present value of expected cash flows using current market interest rates.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

**December 31, 2018
(With Comparative Totals for December 31, 2017)**

Significant activity for assets measured at fair value on a recurring basis using significant unobservable inputs is as follows:

	<u>Contributions Receivable</u>
December 31, 2016	\$ 1,461,229
Contributions/additions	1,236,932
Receipts	<u>(1,643,562)</u>
December 31, 2017	1,054,599
Contributions/additions	1,666,355
Receipts	<u>(1,906,751)</u>
December 31, 2018	<u>\$ 814,203</u>

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

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE), which comprise the consolidated statement of financial position as of December 31, 2018, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated April 29, 2019.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine

April 29, 2019

Registration No. 92-0000278



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL
OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

Report on Compliance for Each Major Federal Program

We have audited Planned Parenthood of Northern New England, Inc. and Related Entities' (PPNNE) compliance with the types of compliance requirements described in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on each of PPNNE's major federal programs for the year ended December 31, 2018. PPNNE's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of PPNNE's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about PPNNE's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

Opinion on Each Major Federal Program

In our opinion, PPNNE complied, in all material respects, with the requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2018.

Report on Internal Control Over Compliance

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

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this communication is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the consolidated financial statements of PPNNE as of and for the year ended December 31, 2018, and have issued our report thereon dated April 29, 2019, which contained an unmodified opinion on those consolidated financial statements. Our audit was performed for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dawn McNeil & Parker, LLC

Portland, Maine
April 29, 2019
Registration No. 92-0000278

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Schedule of Expenditures of Federal Awards

Year Ended December 31, 2018

Federal Grantor Program Title Pass-Through Grantor	Federal CFDA Number	Contract/Pass-Through Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)			
Family Planning Services (Title X)			
Direct			
Family Planning Services			
04/01/2016 - 03/31/2019	93.217	6FPHPA016244-02-01	\$ 167,500
04/01/2017 - 08/31/2018	93.217	6FPHPA016244-02-03	280,000
09/01/2018 - 03/31/2019	93.217	6FPHPA006337-01-00	268,000
Passed-through			
<i>State of Vermont, Department of Health, Agency of Human Services</i>			
Family Planning Services			
04/01/2017 - 03/31/2018	93.217	03420-6959S	188,595
04/01/2017 - 08/31/2018	93.217	03420-6959S	321,170
09/01/2018 - 03/31/2019	93.217	03420-6959S	301,705
<i>Family Planning Association of Maine</i>			
Family Planning Services - Clinical			
07/01/2017 - 06/30/2018	93.217	FPA-2018-07	198,591
07/01/2018 - 06/30/2019	93.217	FPA-2019-07A	<u>198,594</u>
Total Family Planning Services (Title X)			<u>1,924,155</u>
Social Services Block Grant			
Passed-through			
<i>State of Vermont, Department of Health, Agency of Human Services</i>			
Social Services Block Grant			
07/01/2017 - 06/30/2018	93.667	03420-7010S	156,360
07/01/2018 - 06/30/2019	93.667	03420-7238S	<u>156,368</u>
Total Social Services Block Grant			<u>312,728</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Schedule of Expenditures of Federal Awards (Continued)

Year Ended December 31, 2018

Federal Grantor Program Title Pass-Through Grantor	Federal CFDA Number	Pass-Through Identifying Number	Federal Expenditures
Other Grants			
Passed-through			
<i>New Hampshire Department of Health and Human Services</i>			
HIV Prevention Activities - Health Department Based 06/16/17 - 06/30/19	93.940	DPHS-18-EARLY-01	149,070
<i>State of Vermont, Department of Health, Agency of Human Services</i>			
Preventive Health Services - Sexually Transmitted Diseases Control Grants 01/01/2018 - 12/31/2018	93.977	03420-7173S	82,696
Cooperative Agreements to Promote Adolescent Health through School-Based HIV/STD Prevention and School-Based Surveillance			
07/31/2017 - 07/31/2018	93.079	30624	9,000
07/31/2018 - 12/31/2018	93.079	30624	<u>9,000</u>
Total Cooperative Agreements to Promote Adolescent Health through School-Based HIV/STD Prevention and School-Based Surveillance			<u>18,000</u>
Centers for Disease Control and Prevention - Investigations and Technical Assistance 04/25/2005 - open ended	93.283	N/A	1,731
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations 07/01/2018 - 06/30/2019	93.898	03420-7260S	<u>2,988</u>
Total Other Grants			<u>253,485</u>
Total DHHS and Total Federal Awards Expended			<u>\$ 2,490,368</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to Schedule of Expenditures of Federal Awards

Year Ended December 31, 2018

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE) under programs of the federal government for the year ended December 31, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); because the Schedule presents only a selected portion of the operations of PPNNE, it is not intended to and does not present the financial position, changes in net assets or cash flows of PPNNE.

2. Summary of Significant Accounting Policies

Expenditures reported in the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

PPNNE has not elected to use the 10% de minimis indirect cost rate.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Schedule of Findings and Questioned Costs

Year Ended December 31, 2018

Section I Summary of Auditor's Results

Consolidated Financial Statements

Type of auditor's report issued:	Unmodified	
Internal control over financial reporting:		
Material weakness(es) identified?	___ yes	___x___ no
Significant deficiency(ies) identified not considered to be material weaknesses?	___ yes	___x___ none reported
Noncompliance material to financial statements noted?	___ yes	___x___ no

Federal Awards

Internal control over major programs:		
Material weakness(es) identified?	___ yes	___x___ no
Significant deficiency(ies) identified not considered to be material weaknesses?	___ yes	___x___ none reported

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

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ___ yes ___x___ no

Identification of Major Programs

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
93.217	Family Planning Services (Title X)
93.667	Social Services Block Grant
Dollar threshold used to distinguish between Type A and Type B programs:	\$750,000
Auditee qualified as low-risk auditee?	___x___ yes ___ no

Section II Findings Related to the Financial Statements Which are Required to be Reported in Accordance with Government Auditing Standards

None noted

Section III Findings and Questioned Costs for Federal Awards

None noted



Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

We have audited the consolidated financial statements of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE) for the year ended December 31, 2018, and have issued our report thereon dated April 29, 2019. Professional standards require that we communicate to you the following information related to our audit.

SECTION I – REQUIRED COMMUNICATIONS

Our Responsibility under U.S. Generally Accepted Auditing Standards, Government Auditing Standards and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

As stated in our engagement letter dated November 11, 2018, our responsibility, as described by professional standards, is to express an opinion about whether the consolidated financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Our audit of the consolidated financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered PPNNE's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the consolidated financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether PPNNE's consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also, in accordance with the Uniform Guidance, we examined, on a test basis, evidence about compliance with the types of compliance requirements described in the Office of Management and Budget *Compliance Supplement* applicable to each of its major federal programs for the purpose of expressing an opinion on PPNNE's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on PPNNE's compliance with those requirements.

Our responsibility with respect to the schedule of expenditures of federal awards is described in our report issued pursuant to the Uniform Guidance.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by PPNNE are described in Note 1 to the consolidated financial statements. During the year ended December 31, 2018, PPNNE adopted the Financial Accounting Standards Board's Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting are streamlined and clarified. The previous three category classification of net assets was replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. New or revised disclosures in the financial statements are: Note 1 – Basis of Statement Presentation, Note 2 – Liquidity and Availability of Financial Assets, Note 11 – Net Assets, and Note 12 – Endowments.

We noted no transactions entered into by PPNNE during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the consolidated financial statements in the proper period.

Accounting estimates are an integral part of the consolidated financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the consolidated financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the consolidated financial statements were:

- Management's estimates of the allowance for uncollectible accounts and contributions and allowances for contractual adjustments based on historical data and current contracted reimbursement rates,
- Management's estimate of the value of the beneficial interest in trusts based on current market rates and actuarially determined life expectancy tables,
- Management's estimate of depreciable lives on capital assets based on industry standards, and
- Management's estimates of cost allocations based on estimated utilization of support services by functional cost centers.

We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the consolidated financial statements taken as a whole.

Certain consolidated financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the consolidated financial statements are as follows:

- Note 1 – New Accounting Pronouncements
- Note 2 – Liquidity and Availability of Financial Assets
- Note 7 – Line of Credit
- Note 8 – Long-term Debt
- Note 10 – Commitments and Contingencies
- Note 12 – Appropriations from Underwater Endowments

The consolidated financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. An audit adjustment is defined as a proposed correction of the consolidated financial statements that, in our judgment, may not have been detected except through our auditing procedures. There were no audit adjustments.

A passed audit adjustment is an adjustment that is not proposed as a current year audit adjustment because the dollar amount of the adjustment is not considered material to the consolidated financial statements. There were no passed audit adjustments.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the consolidated financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated as of the date of this letter.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to PPNNE's consolidated financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as PPNNE's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the schedule of expenditures of federal awards, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. GAAP, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the consolidated financial statements. We compared and reconciled the schedule of expenditures of federal awards to the underlying accounting records used to prepare the consolidated financial statements or to the consolidated financial statements themselves.

SECTION II - INTERNAL CONTROL

In planning and performing our audit of the consolidated financial statements of PPNNE as of and for the year ended December 31, 2018, in accordance with U.S. generally accepted auditing standards, we considered PPNNE's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of PPNNE's internal control. Accordingly, we do not express an opinion on the effectiveness of PPNNE's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of PPNNE's consolidated financial statements will not be prevented, or detected and corrected, on a timely basis.

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

We sincerely appreciate the cooperation, courtesy and working environment provided to us by management and the employees of PPNNE during the engagement.

This communication is intended solely for the information and use of the Board of Trustees, Budget and Finance Committee, and management of PPNNE and is not intended to be, and should not be, used by anyone other than these specified parties.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
April 29, 2019



**Planned Parenthood of Northern New England
Board of Trustees 2018 – 2019**

Officers:	Chair:	Benjamin T. Siracusa Hillman
	First Vice Chair:	Jennifer Goodspeed
	Second Vice Chair:	Melinda Moulton
	Secretary:	Anne Fowler
	Treasurer:	Steve Sinding

Maine

Daryl Fort
Portland, ME 04103

The Reverend Anne C. Fowler
Portland, ME 04103

Jennifer Goodspeed
Falmouth, ME 04105

Maribeth Hourihan
Falmouth, ME 04105

Margot Milliken
Portland, ME 04102

Lisa Sockabasin
Greene, ME 04236

New Hampshire

Matthew Houde
Cornish, NH 03745

Lucy J. Karl, Esq.
Concord, NH 03302-2703

Linda Patchett
New Castle, NH 03854

Benjamin T. Siracusa Hillman
Exeter, NH 03833

Skip Small, MD
Barrington, NH 03825

Anita Springer
Meredith, NH 03253

Vermont

Dr. Felicia Kornbluh
Williston, VT

Melinda Moulton
Huntington, VT 05462

Tabitha Pohl-Moore
Wallingford, VT 05773

Kesha Ram
Burlington, VT 05401

Steven W. Sinding
Bondville, VT 05340

CONFIDENTIAL

MEAGAN GALLAGHER



PROFILE

- Fourteen years senior management responsibility across multiple functions of \$20M not-for-profits
- Proven results in strategy, program development, service expansion and operational improvement
- Exceptional analytical and problem solving skills

WORK EXPERIENCE

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, Burlington, Vermont
President and CEO

October 2013 - Present

- Inspires Board and staff to fulfill PPNNE's mission
- Build a culture of empowerment and exceptional performance
- Build a sustainable business model that ensures access to PPNNE's services
- Oversees a bold and aggressive public policy and regulatory agenda
- Participates in national collaborations to leverage the national scale of Planned Parenthood locally

Senior Vice President of Business Operations

November 2010 – September 2013

(Interim Co-CEO January – September 2013)

- Stabilized health center visit volume after 5+ years of declines
- Achieved efficiencies through standardization of operations
- Opened St. Johnsbury, VT health center and relocated 3 additional health centers
- Led practice management and electronic health record implementation
- Led organization through CEO transition and increased staff confidence in senior management
- Increased momentum of fundraising campaign, exceeding the \$10M spring 2013 goal by \$800,000

PLANNED PARENTHOOD LEAGUE OF MASSACHUSETTS, Boston, Massachusetts

Senior VP Strategic Initiatives and Chief Operating Officer

September 2004 – October 2010

- Identified and implemented new lines of business; improved operating margin by \$1M
- Opened 4 new health centers and increased health center revenues by 70%
- Developed 5 year strategic and financial plan supported by \$30M fundraising campaign
- Developed scalable comprehensive sex education strategy and reached 97 schools
- Developed branding strategy and launched public awareness campaign

Chief Financial Officer

August 2000 – September 2004

- Improved timeliness of financial reporting by 33%
- Decreased accounts receivable days from 60 to 30 days
- Implemented inventory and purchasing systems to support organizational growth

Controller

March 2000 – August 2000

- Prepared monthly financial statements for management
- Prepared materials for financial statement audit resulting in no audit findings

CONFIDENTIAL

PRICEWATERHOUSECOOPERS, Boston, Massachusetts

Senior Associate and Associate

June 1997 – March 2000

- Supervised financial statement audit staff, specializing in not-for-profit clients
- Assisted with audit planning and report preparation
- Performed financial statement and A-133 compliance audits

EDUCATION

TUFTS UNIVERSITY, Medford, Massachusetts, 1997

BS Mathematics

Magna Cum Laude, Phi Beta Kappa

EDUCATION

Champlain College
Bachelor's Degree in Accounting

May 1996

EXPERIENCE

Planned Parenthood of Northern New England
Chief Financial Officer

Burlington, VT
August 2010 - Present

- Responsible for partnering with the CEO, the VP for Health Center Operations and the Management Team in the development of PPNNE's plans, policies and programs to ensure the fulfillment of PPNNE's strategic plan within a sound business environment
- Directly oversee all financial activities, including preparation of current financial reports, long-range forecasts, cash flow monitoring and projecting, analysis of internal and external trends and performance indicators, and the agency budget
- Supervise the Accounting Department, the Patient Accounts Department, the Information Technology Department and Financial Analyst, ensuring those functions are aligned with organizational goals and are serving the needs of all internal and external customers
- Provide leadership and support to the Board of Directors' Budget and Finance Committee and Investment Committee, including planning, facilitating agendas, providing meeting materials, recommendations and documentation of committee actions
- Work closely with the VP of Health Center Operations and the Health Center Operations Team to assess and recommend improvements in the current clinic operational structure to maximize quality, productivity, revenue and profitability
- Provide financial leadership through a \$25 million capital campaign ensuring that the agency properly recognizes all donations raised through the campaign and project and monitor the agency's cash flow needs during the term of the campaign
- Participated as a member of the Core Group that led the agency through a successful Practice Management software conversion and a conversion to electronic health records
- Selected to participate as a member of two National workgroups whose work included developing standardized financial policies for all affiliates, drafting an Affiliate Accounting and Reporting Standards Manual, and developing a National standardized data reporting package for all affiliates

Director of Finance

August 2001 – July 2010

- Directed the financial operations of PPNNE, including analysis of agency financial position, financial and program trends and program needs
- Developed the financial pieces of the annual budget process and prepared and monitored the agency's annual budget
- Developed and implemented a system for department managers to perform regular financial statement variance analysis and projections
- Supervised the activities of the Accounting Department and its systems and ensured that strong internal controls were in place and functioning properly within the Accounting Department
- Communicated regularly with the Board of Directors on financial matters, and served as staff liaison to the Budget and Finance Committee and the Investment Committee
- Managed agency's cash flow and projected cash flow needs and developed appropriate systems to anticipate cash requirements
- Managed agency's general liability, medical liability, property and equipment, and auto insurance, and all claims, premium renewals and coverage
- Oversaw the financial reporting and monitoring of all government grants and developed and maintained systems that comply with grant requirements
- Oversaw order processing, central distribution, inventory control, analytics, reporting, customer service, and effective processes and procedures for central supply chain process

McSoley McCoy & Co.
Audit Manager

South Burlington, VT
September 1996 – August 2001

- Prepared and completed corporate, fiduciary, individual, partnership, non-profit, and employee benefit plan tax returns in accordance with tax reporting deadlines
- Supervised and conducted audits, compilations and reviews of employee benefit plans, non-profit organizations, and small businesses
- Assisted with the preparation of reports and expert testimony for litigation support engagements
- Managed bookkeeping tasks such as general ledger maintenance, set-up of computerized accounting systems, cash receipts and disbursements, accounts receivable, accounts payable, and inventory
- Performed the firm's annual internal inspection, updated the firm's quality control document and organized the on-site peer review tri-annually

DONNA L. BURKETT, MD

Curriculum Vitae

[REDACTED]

EDUCATION

- 1995-1998 Residency in Family Medicine, Oregon Health Sciences University (OHSU), Portland, OR. See below for detail.
- 1991-1995 Medical Degree, University of North Carolina School of Medicine, Chapel Hill, NC
- 1986-1990 B.S. Chemistry/B.A. French, Mars Hill College, Mars Hill, NC

EMPLOYMENT

- Sept 9, 2013 - present **Medical Director, Planned Parenthood of Northern New England**, Regional Planned Parenthood Affiliate in VT, NH and ME. Duties include:
- Oversight and management of the Medical Services Department
 - Clinical quality and risk management for 21 health centers across 3 states, providing sexual and reproductive health care
 - Strategic planning, new program implementation
- Feb 2011-present **Consultant, Planned Parenthood Federation of America**, Medical Services Department, writing and editing Primary Care Standards and Guidelines
- July 2006- Aug 2013 **Affiliate Medical Director, Planned Parenthood Health Systems, Inc**, Regional Planned Parenthood in NC, SC, VA and WV. Duties include:
- Oversight and evaluation of physician and clinical employees
 - Quality and risk management oversight for high-risk services in 12 health centers through 4 states
 - Protocol review and oversight
 - New clinical program innovation and implementation
- July 2005-May 2013 **Part-time faculty, MAHEC Family Health Center**, Asheville,

NC. Duties include:

- Starting and running vasectomy clinic
- Precepting residents in Family Practice clinic
- Participating in Obstetrical call
- Some didactic responsibilities for the reproductive health curriculum

February 2005 – June 2005 Family leave/volunteer at ABCCM, local free clinic

2001-2005

Family Physician and Administrative Physician, WNC OB-Gyn and Family Practice, Asheville, NC. Activities included:

- Established FP side of practice and built a very busy practice over several years
- Scope of practice included care of men, women, and children, primary gynecological care, obstetrical care, vasectomy, circumcision, and minor dermatological care and procedures
- As a partner, took on the administration of a failing practice and brought it into improved fiscal conditions through hiring better qualified management staff, changing billing system to more up-to-date one and internalized billing, bringing the AR DSO from 90+ to 40-50 in 1-year period, developing standard practices for quality and efficiency in the practice
- Established a teaching vasectomy service
- Periodically provided abortions at a partner's private practice

Jan 2000 – April 2001 Family Leave/volunteer as Preceptor at OHSU Family Medicine Department prior to move to NC

1996 - 2000 **All Women's Health Center**, Portland and Eugene, OR. Part-time, contractual, abortion procedural work in a non-profit reproductive health organization.

1998 - 1999 **Family Practitioner, North Portland Clinic, Providence Health System**, Portland, OR. Full-time clinician in an underserved community clinic. Duties included:

- Active obstetrical practice
- Call, hospital management of patients
- Chair – End of Life Improvement committee
- Participant – several medical informatics endeavors

July and August 1998 Extended vacation, following residency

1995- 1998 **Family Practice Resident, OHSU**, Portland, OR. Full-time. In-patient, out-patient, surgical, rural and urgent care rotations. Extra duties:

- Chief Resident 1997-1998 – scheduling, arranging conferences, teaching, and trouble-shooting

- Writing Abortion Curriculum for Ob/Gyn and Family Practice Residents in conjunction with Faculty Director

ADDITIONAL EDUCATIONAL EXPERIENCE

2004-2005	Advanced Life Support in Obstetrics (ALSO) Instructor Course and Instructor Candidate teaching completed, American Academy of Family Physicians (AAFP). Adult learning model utilized.
2003	Fundamentals of Management Course , AAFP. An intensive program designed to train FPs to become more effective managers and leaders.
Spring 1988	Semester Abroad, Institute d'Etude Francais , Avignon, FRANCE

PROFESSIONAL MEMBERSHIPS

2011-present	Member, WPATH (World Professional Association of Transgender Health)
1998-present	Diplomate, American Board of Family Practice
1998-present	Member, American Academy of Family Physicians
2006-present	Member, Association of Reproductive Health Professionals
2001-present	Member, NC Academy of Family Physicians
2001-5, 2012 –present	–Member, Western North Carolina Medical Society
1992-2002	Member, American Medical Women's Association

VOLUNTEER SERVICE

2010 – present	Member, Medical Advisory Board, AFAXYS
2012 – present	Member, Federation Patient Safety Committee, ARMS, Inc
2008 – present	Multiple short-term committees, PPFA
2005-2012	Board Member of children's school, serving preschool through 8 th grade. Chair 2008-2011. Led the school through a director transition and through implementation of Policy Governance.
2003 – present	various volunteer activities, same school
2005 – present	Reproductive health educator, various schools and church

INTERESTS AND ACTIVITIES

Knitting, cooking local foods, gardening, traveling

REFERENCES

Available upon request

Kai Williams

443 Congress Street, 3rd floor • Portland, Maine • 04101

EDUCATION

Bachelor of Arts

University of Vermont, Burlington, VT, 05401

Graduated 2007

High School Diploma

Brunswick High School, Brunswick, ME, 04011

Graduated 2003

EXPERIENCE

Director of Health Center Operations, Planned Parenthood of Northern New England

Present

- Provide strategic leadership and budget management for the operations of PPNNE's 21 health centers.
- Supervise Training Manager, Senior Operations Managers, and Health Center Administrative Associate.
- Optimize the efficiency of PPNNE's health services by developing systems that create the simplest possible experience for staff and patients while meeting productivity and other operational standards as well as patient expectations.

Training & Operations Manager, Planned Parenthood of Northern New England

2012-2014

- In addition to the duties of HCA & Operations Training Specialist, supervise the Training Specialist and manage training budget.
- Lead Health Center Operations projects and development of standardized work flows.
- In 2014, took over management of Centralized Lab Department which coordinates management and notification of abnormal findings.

Training and Operations Specialist, Planned Parenthood of Northern New England

2010-2012

- Plan, develop, and deliver administrative and clinical trainings for HCA and clinician staff.
- Work closely with the Medical Services and Operations departments to maintain health center workflows and current best practice.
- Facilitate rollout and training of new health center initiatives.

Gynecological Teaching Assistant and Standardized Patient, University of Vermont

2009-2011

- Educate and model components of the pelvic exam to Medical Students.
- Role-play assigned patient care scenarios and then score medical students on all aspects of the visit, including exam and history intake skills.

Healthcare Associate and Abortion Care Coordinator, Planned Parenthood of Northern New England

2006-2010

- Work as a Healthcare Associate administratively and clinically.
 - Train and mentor new staff.
 - Facilitate health center flow during surgical schedules.
-

CERTIFICATIONS

Nonprofit Management, Marlboro College, 2012

Train the Trainer, PPNNE, 2011

Yvonne Lockerby

Motivated and innovative **Business Operations Manager** with extensive experience leading the customer relations, sales, and operations functions for a variety of businesses and industries. Proven record of successfully designing and implementing new programs and systems, presenting complex changes in an understandable and logical manner that generates buy-in and acceptance. Resourceful, self-motivated, progressive thinker, highly skilled at recruiting, training, directing and motivating multi-faceted teams focused on organizational goals.

- Demonstrated success designing, planning, and implementing comprehensive changes at all levels; brought into Planned Parenthood to establish and grow a centralized call center, providing customer and administrative support for 21 separate centers from one location and fielding 100K+ customer calls/year
- Effective communicator and problem solver with the proven ability to develop and deliver effective training programs and procedures; as the Sr. Director of Centralized Support Services, researched and set benchmarking data for disparate markets and tailored marketing and call center scripts to increase patient recruitment and retention
- Strong focus on identifying and realizing cost savings while ensuring superior service; based on ongoing problems with a lab services vendor, researched and negotiated a new contract with a different vendor that resulted in increased customer satisfaction and decreased turnaround time and costs

Customer-Centric Operations Management • Strategic Planning • Electronic Health Records Conversion
Annual Budgeting • Regional Benchmarking • Policy & Procedure Writing

EXPERIENCE

Planned Parenthood of Northern New England, Colchester, VT

September 2010 – Present

Vice President for Centralized Operations (May 2014 – Present)

- Provide strategic direction and oversight for the Centralized Operations; which includes the Call Center, Facilities, Governmental Grants, Innovations and Marketing departments
- Ensures call center is providing superior customer service and capturing patient feedback through supervision of Call Center Supervisor
- Ensures PPNNE facilities reflect a commitment to high quality care through supervision of Facilities Manager
- Ensures all grant applications, reporting, compliance activities are accomplished through supervision of Director of Governmental Grants
- Ensure new innovative technology and solutions are identified and implemented to improve our 21 health center operations, through supervision of Innovations Manager
- Ensure our branding, marketing and advertising activities align with industry best practices and PPNNE mission and business objectives through supervision of Marketing and Communications Manager
- Helped lead an organization-wide initiative examining health center efficiencies, identifying areas for improvement that will allow providers to see more patients and deliver higher quality care at lower overall costs

Senior Director, Centralized Support Services (December 2013 – May 2014)

- Provided strategic and operational oversight of the Information & Technology and Marketing Departments in addition to the Centralized Support Services (Call Center, BlueMail, and Centralized Lab Management) departments
- Developed a focused marketing and branding initiative to increase patient recruitment and retention; reset outdated benchmark data by gathering anecdotal information from health center sites and designed call center scripts and campaigns based on the unique needs of each market
- Directed the IT department during the implementation of a new EHR initiative, ensuring all technology used was certified, and seeking ways to reduce redundancies and share information with other health care providers as appropriate

Director Centralized Support Services (September 2012 – December 2013)

- Oversaw all aspects of PPNNE's Call Center, BlueMail and Centralized Laboratory Management departments
- Developed and implemented a strategy to create a unified customer service model: reviewed, designed, and introduced new policies and operating structures and set standards and guidelines for interaction with external and internal customers (patients and staff) across all departments

- ❑ Provided remote oversight for BlueMail, a mail order prescription program in the tri-state area; developed policies and procedures and ensured compliance with state pharmacy regulations while identifying strategies to increase program utilization at the health center
- ❑ Supervised staff within the Centralized Lab Management department; developed a portal for the primary delivery method of normal lab results and ensured timely accurate handling of all centralized lab results
- ❑ Partnered with leadership members to support various strategic and tactical goals and initiatives

Call Center Director (September 2010 – September 2012)

- ❑ Directed call center operations and led a team of 10 in providing high quality and efficient services to callers contacting 21 clinic sites in Maine, New Hampshire, and Vermont in accordance with a unified customer service model
- ❑ Collected and analyzed data from callers to identify trends and develop agency-wide process improvements
- ❑ Collaborated with members of the Health Center Operations Team to develop new strategies to address an evolving business model
- ❑ Created and managed the annual call center budget, analyzed monthly variances; and determined service directives and initiatives
- ❑ Served as a core member of the Practice Management System and provided leadership in the documentation, development, and implementation of all processes within the organization

Autumn Harp, Essex Jct. VT

January 2009 – September 2010

Account Manager

- ❑ Managed internationally-recognized client accounts, including Victoria's Secret, Gap, New York & Company, Old Navy, Aloette, and Lise Watier, facilitating the design and launch efforts of new private-label cosmetic products
- ❑ Coordinated the development, procurement, manufacturing, and testing of client products in accordance with customer service and order management objectives
- ❑ Collaborated with Sales, QA, Purchasing, Planning, and Production teams to meet client expectations

Idearc Media, Williston VT

January 2007 – August 2008

District Sales Manager

- ❑ Managed a sales team of 6 covering Vermont and part of New Hampshire; consistently met team revenue goals; recruited, trained, developed, and evaluated new team members
- ❑ Analyzed productivity, identified areas needing improvement, and implemented action plans to enhance sales and service objectives

Resolution, South Burlington VT

September 2003 – December 2006

Sales Development and Customer Service Center Manager

- ❑ Created company's first sales-focused teams from the ground up, developing, training and managing employees focused on Business to Business, Business to Education, Business to Consumer, and Quality for a multi-channel order and fulfillment entity; sales program was later rolled out to other clients
- ❑ Served as the primary liaison between client service executives, sales development, and the customer service center
- ❑ Created and implemented quality and sales programs utilized in all functional areas

Verizon, South Burlington VT

December 1996 – September 2003

Team Leader temporary (October 2002-July 2003)

- ❑ Supervised, led, coached, and developed a team of 20 call center sales consultants to achieve corporate sales objectives
- ❑ Developed and implemented tactical plans to address key strategic objectives and revenue performance goals; recognized for achieving sales increases
- ❑ Communicated information to the team related to corporate vision/strategy, departmental goals, and technology

Service and Sales Consultant; Training Facilitator (December 1996 – October 2002)

- ❑ Resolved customer inquiries regarding billing and service issues with a focus on promoting and selling additional services; assisted in dealing with escalated customer complaints
- ❑ Elected Chairperson of Onsite Wellness Program, promoting and enabling healthier lifestyles

- Served in a rotational role of Training Facilitator from 2000 to 2002, analyzing, coordinating, and presenting training materials relevant to the Service and Sales Consultant position

EDUCATION

Charter Oak State College, *New Britain CT*
A.S. Degree

CONFIDENTIAL

Sarah M. McGinnis

Planned Parenthood of Northern New England

Director of Risk-Quality Management & Security

Burlington, Vermont

February 2012 to present

- Maintains a culture of compliance, quality, and safety by developing, implementing and managing program activities in accordance with PPNNE's mission and strategic goals, PPFA standards and guidelines, and federal and state regulations.
- Manages enterprise wide risk and compliance activities to maintain full accreditation status with PPFA.
- Directs affiliate security program.

Medical Services Associate

August 2010 to January 2012

- Prepared required reports for internal and external stakeholders.
- Special projects included developing clinician performance evaluation tool, audit process improvement, editing Medical Services policies and manuals, and providing interdepartmental support.

Supply Chain and Contracts Manager

May 2008 to August 2010

- Controlled the inventory processes for 27 health centers across three states, representing an annual \$2M budget.
- Prepared contraceptive demand forecasts, annual budget line item preparation and tracking and quarterly variance reports.

Prime Pods Limited

Cork, Ireland

(Manufacturer of high-end modular kitchen and bath units for hotels and apartment complexes)

Project Coordinator

April '07 to May '08

- Exceeded all project management objectives for 2007: 60% over target for net sales profit per unit and 40% over target for units sold.
- Projects managed include a \$3.25M Hilton Hotel project, a \$1M Kier Build residential project, and a \$1.25M PJ Hegarty Construction residential project.

Amgen Technology (Ireland) Limited

Cork, Ireland

(Global enterprise biotechnical company)

Executive Assistant to Managing Director of European Capital Projects

July '06 to April '07

- Provided administrative support to executive leadership.
- Developed reporting templates; provided training for and management of electronic documentation control; recorded and issued meeting minutes.

Green Mountain Youth Symphony

Montpelier, Vermont

(Community-based youth orchestra)

Manager

May '03 to September '05

- Increased orchestra participation by 45% using a variety of methods: identified and targeted new recruitment areas, wrote press releases and public announcements, updated the website, created a newsletter and fostered relationships with appropriate sponsors and advertisers.
- Prepared Board reports, taxes, and financial reports; managed accounts, wrote grant applications and reports; kept all licensing current; developed scholarship program.

Planned Parenthood of Northern New England

Williston, Vermont

Patient Financial Services Coordinator

1996 - 2003

- Successfully managed the introduction of multiple new products and services.
- Analyzed laboratory processes for cost and revenue improvement, enhanced customer service and improved workflow.
- Updated and streamlined fee structures, using a tool kit of budget projections, industry costing standards and internal financial analysis. Ensured regulatory compliance.

Education

Community College of Vermont

1992

Montpelier, Vermont

Completed History and Software Applications course work.

Antioch University

1982-1985

Yellow Springs, Ohio

Completed two years' History and Literature course work, and three work internships.

Kathryn B. Laing

Professional experience

Director for Governmental Grants

Planned Parenthood of Northern New England
Colchester, Vermont

Reporting line: Yvonne Lockerby, VP for Centralized Services

Dates: March 2018 - present

Development Manager

Fletcher Free Library
Burlington, Vermont

Reporting line: Mary Danko, Library Director

Dates: March 2014 – to present

Grants & Contracts Manager

Lund Family Center
Burlington & South Burlington, Vermont

Reporting line: Elizabeth Knox, then Director of Development at Lund

Dates of employ: September 2011 – February 2014

Grants Manager

International Center for Tropical Agriculture – CIAT (Spanish acronym), a CGIAR center located in Cali, Colombia

Reporting line: Albin Hubscher, then Deputy Director General for Corporate Services

Dates: July 2005 – June 2009

Various positions between January 1996- June 2005

International Center for Tropical Agriculture – CIAT (Spanish acronym)
Cali, Colombia

Education

- MA in International Relations – Australian National University (ANU), Canberra, Australia.
Dates: February 2001 – June 2003
- Cambridge Certificate in Teaching English as a Foreign Language to Adults (CTEFLA). UK, 1993
- BA in Psychology & History – Australian National University (ANU), Canberra, Australia
Dates: 1989 – 1992
- School:
 - Frensham School, Mittagong, Australia – 11-12th grade
 - Colegio Bolívar, Cali, Colombia – K-10th grade

Planned Parenthood of Northern New England
Family Planning grant

Key Personnel

Name	Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Meagan Gallagher	CEO	\$236,086.50	0%	\$ -
Heather Bushey	CFO	\$137,845.50	0%	\$ -
Donna Burkett	Medical Director	\$223,977.00	20.17%	\$45,169.44
Kai Williams	VP of Health Center Operations	\$122,401.50	20.17%	\$24,684.71
Yvonne Lockerby	VP of Centralized Operations	\$107,679.00	20.17%	\$21,715.62
Sarah McGinnis	Director of RQM & Security	\$ 68,133.00	20.17%	\$13,740.38
Kath Laing	Director of Gov't Grants	\$ 58,578.00	20.17%	\$11,813.43

50 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

April 21, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into an agreement with the vendors listed below for the provision of Early Intervention Services for Human Immunodeficiency Virus in an amount not to exceed \$440,000, effective upon Governor and Executive Council approval, through June 30, 2019. 17% Federal Funds and 83% Other Funds

Vendor	Address	Amount
Equality Health Center	38 South Main Street, Concord, NH 03301	\$165,000
Planned Parenthood of Northern New England	84 Hercules Drive; Suite 101, Colchester, VT 05446	\$275,000
	TOTAL:	\$440,000

Funds are available in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 and State Fiscal Year 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-095-90-902510-2229, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

Equality Health Center

Fiscal Year	Class	Title	Activity	Budget
2017	102-500731	Contracts for Program Services	90024611	\$9,375
2018	102-500731	Contracts for Program Services	90024611	\$63,750
2019	102-500731	Contracts for Program Services	90024611	\$63,750
		TOTAL:		\$136,875

Planned Parenthood of Northern New England

Fiscal Year	Class	Title	Activity	Budget
2017	102-500731	Contracts for Program Services	90024611	\$15,625
2018	102-500731	Contracts for Program Services	90024611	\$106,250
2019	102-500731	Contracts for Program Services	90024611	\$106,250
			TOTAL:	\$228,125

05-095-90-902510-7536, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HIV/STD PREVENTION

Equality Health Center

Fiscal Year	Class	Title	Activity	Budget
2017	102-500731	Contracts for Program Services	90024000	\$5,625
2018	102-500731	Contracts for Program Services	90024000	\$11,250
2019	102-500731	Contracts for Program Services	90024000	\$11,250
			TOTAL:	\$28,125

Planned Parenthood of Northern New England

Fiscal Year	Class	Title	Activity	Budget
2017	102-500731	Contracts for Program Services	90024000	\$9,375
2018	102-500731	Contracts for Program Services	90024000	\$18,750
2019	102-500731	Contracts for Program Services	90024000	\$18,750
			TOTAL:	\$46,875
			Grand Total	\$440,000

EXPLANATION

The purpose of this agreement is for the provision of Early Intervention Services for individuals who are unaware of their Human Immunodeficiency Virus (HIV) status in order to provide referrals to prevention services as well as referrals to HIV care services. The Contractors will develop and implement an Early Intervention Service Program which includes HIV testing, targeted counseling services, referral services as well as health education to assist clients in navigating the HIV system of care.

The Department of Public Health Services, Bureau of Infectious Disease Control works to protect the health of New Hampshire residents by developing and implementing public health interventions to minimize further transmission of disease, and educating individuals to enhance disease prevention efforts. The implementation of these services will lead to an increase in the number of New Hampshire residents who are made aware of their HIV status allowing them the opportunity to be referred to care. In addition, individuals who are at high risk of acquiring HIV will be provided with referrals to prevention services. These services are designed to reduce individuals contracting HIV as well as lowering the transmission of the virus to others.

A Request for Proposals was posted to the Department's website on December 13, 2016 through February 1, 2017. Two proposals were received.

A team of individuals with program knowledge and experience evaluated the proposals. Both vendors were selected to receive funding. Bid Sheet is attached.

These contracts includes language for the option to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

Should the Governor and Executive Council not approve this request, individuals may not have access to HIV testing and appropriate referrals to care which may increase the transmission of disease throughout New Hampshire.

Area Served: Statewide

Source of Funds: 17% Federal Funds from Centers for Disease Control and Prevention and 83% Other Funds from Pharmaceutical Rebates


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

Respectfully submitted,



Lisa Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

**Early Intervention Services
For Human Immunodeficiency Virus**

RFP-2017-DPHS-18-Early

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Equality Health Center
2. Planned Parenthood of Northern New England
3. 0
4. 0

Pass/Fail	Maximum Points	Actual Points
	275	170
	275	230
	275	0
	275	0

1. Yvette Perron, Prog Specialist III,
BIDC, DPHS (Tech)
2. Melissa Richards Prog Speclst IV,
BIDC, DPHS (Tech)
3. Kirsten Durzy, BIDC Evaluator,
DPHS (Tech)
4. Shelley Swanson, Administrator III
BIDC DPHS (Cost)
5. Jen Conroy, Business Administratr
HMO, DPHS (Cost)
6. _____

Subject: Early Intervention Services for Human Immunodeficiency Virus (RFP-2017-DPHS-18-EARLY-01)


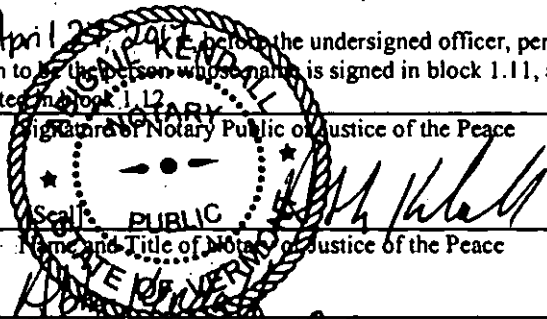
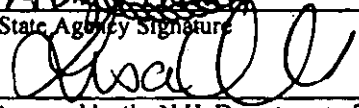

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Planned Parenthood of Northern New England		1.4 Contractor Address 784 Hercules Drive, Suite 110 Colchester, VT 05446	
1.5 Contractor Phone Number 802-448-9778	1.6 Account Number 010-090-22290000-530-500371	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$275,000.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Meagan Gallagher, President/CEO	
1.13 Acknowledgement: State of <u>VT</u> , County of <u>Chittenden</u> On <u>April 27, 2017</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace LISA MORRIS, Director DPHS			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Early Intervention Services for Human Immunodeficiency Virus (RFP-2017-DPHS-18-EARLY-01)

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1.5 Contractor Phone Number 802-448-9778	1.6 Account Number 010-090-22290000-530-300371 05-095-90-902510-7536 05-095-90-902510-2229	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$275,000.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date: _____		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

2. Scope of Services

- 2.1 The Contractor shall develop an Early Intervention Service Program following the Department's New Hampshire Ryan White Program Standards of Care for EIS and the Centers for Disease Control and Prevention Routine HIV Testing Guidelines (2006).
- 2.2 The Contractor shall develop an Early Intervention Service Program that delivers the following services:
 - 2.2.1 Routine HIV Testing and Targeted Counseling;
 - 2.2.2 Referral Services;
 - 2.2.3 Linkage to Care; and
 - 2.2.4 Health Education and literacy training to HIV positive clients to navigate the HIV system of care.
- 2.3 The Contractor shall provide HIV testing activities as follows:
 - 2.3.1 Ordering HIV rapid test and specimen collection kits from the Department.
 - 2.3.2 Providing HIV testing in health care settings that are simple, accessible, and straight forward and minimizes client barriers.
 - 2.3.3 Providing HIV testing utilizing 4th generation HIV testing technology for those individuals who meet the criteria of a recent exposure to HIV, and rapid HIV testing technology for all others in accordance with CDC screening and treatment guidelines to the priority populations.



Exhibit A

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- 2.3.4 Completing the specimen collection for the HIV test, upon consent of the individual and in accordance with Department policy.
 - 2.3.5 Submitting specimens within 72 hours of specimen collection, in accordance with Department requirements, to the Department's Public Health Laboratories for testing and detection of HIV.
 - 2.3.6 Completing Department approved training for the operation of the rapid test technology, data collection, and counseling and referral services.
 - 2.4 The Contractor shall provide patient follow-up after HIV testing as follows:
 - 2.4.1 Notifying the Department's Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS) by telephone, either speaking directly to a person or leaving a confidential voicemail, of all HIV preliminary positive test results no later than 4:00 p.m. the following business day after the day of testing.
 - 2.4.2 Assisting the Department's IDPICSS in connecting with patients who have a positive HIV diagnoses for the purpose of eliciting, identifying and locating information on sexual and/or needle sharing partners.
 - 2.5 The Contractor shall refer individuals who test positive for HIV including, to linkages to care, which may include but not limited to:
 - 2.5.1 Creating a protocol that outlines the process the Contractor will use when referring clients to medical care for additional medical services.
 - 2.5.2 Outlining the process the Contractor will use to refer HIV positive clients to medical care, ensuring the client attends the first medical appointment, and confirm that the client's first medical appointment was completed.
 - 2.5.3 Outlining the contents to include documenting that the client attended their first medical appointment with a HIV medical care provider.
 - 2.5.4 Outlining the process for when there is a waitlist for a client being referred to a medical care provider.
 - 2.6 The Contractor shall provide Health Education and literacy training, to be approved by the Department, to HIV positive clients to navigate the HIV system of care per DPHS EIS Standards of Care.
 - 2.7 The Contractor shall develop policies and procedures for service delivery of all four components of Early Intervention Services per DPHS Standards of Care as follows:
 - 2.7.1 Developing policies and procedures to fully adopt the Centers for Disease Control and Prevention Guidelines for Routine HIV Testing.

3. Staffing Requirements

- 3.1 The Contractor shall identify one staff person as the primary agency staff person to serve as the DPHS point of contact and one agency staff person as an alternate point of contact. These individuals will be responsible for ensuring all required reporting is timely, complete and will respond to any DPHS staff inquires.
- 3.2 The Contractor shall provide sufficient staff to perform all tasks specified in the Section 2 above. The Contractor shall maintain a level of staffing necessary to



Exhibit A

perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area.

- 3.3 The Contractor shall assure that staff who perform testing services are properly trained in using the test technology and any necessary pre and post test counseling that may be required.
- 3.4 The Contractor shall comply with the Department's security and confidentiality guidelines related to all protected health information, such as but not limited to the Health Insurance Portability Act Business Associate Agreement.
- 3.5 The Contractor shall comply with New Hampshire Administrative Rule He-P 301.02 Reportable Diseases.

4. Reporting Requirements

- 4.1 The Contractor shall submit all required documentation related to HIV testing and counseling on appropriate forms supplied by the Department for each client supported by these funds.
- 4.2 The Contractor shall submit all client visits and testing data collection forms within thirty (30) days of specimen collection.
- 4.3 The Contractor shall maintain ongoing medical records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the Department upon request.
- 4.4 The Contractor shall review all documentation for completeness and adhere to reporting protocols to ensure quality data per He-P 301.02.

5. Performance Measures

- 5.1 The Contractor shall, at a minimum, meet the following performance measures:
 - 5.1.1 Performance Measure #1: To ensure that eligible clients who are tested for HIB receive their results in an appropriate timeframe as follows;
 - 5.1.1.1 Target: 90% of HIV test results performed on the HIV Target Population will be returned to clients within 30 days of testing date;
 - 5.1.1.2 Numerator: The number of HIV test results among the clients that fall within the HIV target population returned within 30 days of the test date; and
 - 5.1.1.3 Denominator: The number of HIV tests performed on clients that fall within the HIV target population.
 - 5.1.2 Performance Measure #2: To ensure that clients who test positive for HIB receive their test results in appropriate time frames as follows:
 - 5.1.2.1 Target: 95% of newly identified, confirmed HIV positive test results will be returned to clients within 30 days;
 - 5.1.2.2 Numerator: The number of newly identified, confirmed HIV positive test results returned to clients within 30 days of the test date; and
 - 5.1.2.3 Denominator: The number of newly identified, confirmed HIV positive test results.



Exhibit A

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- 5.1.3 Performance Measure #3: To ensure that clients who test positive for HIV receive timely access to appropriate medical care services as follows:
- 5.1.3.1 Target: 95% of newly identified HIV positive cases referred to medical care will attend their first medical appointment within 90 days of receiving a positive test result;
 - 5.1.3.2 Numerator: The number cases referred to medical care that attend their first medical appointment within 90 days of receiving a positive test result; and
 - 5.1.3.3 Denominator: The number of newly identified HIV positive cases that are referred to medical care services.



Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.940, U.S. Department of Health and Human Services, the Center for Disease Control and Prevention, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.2. The invoices must:
 - 4.2.1. Clearly identify the amount requested and the services performed during that period.
 - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 4.2.3. Separately identify any work and amount of attributable and performed by an approved contractor, if applicable.
 - 4.2.4. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1

Budget

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

Bidder/Program Name: Planned Parenthood of Northern New England

Budget Request for: RFP-2017-DPHS-18-EARLY

(Name of RFP)

Budget Period: January 1, 2017 - June 30, 2017

1. Total Salary/Wages	\$ 9,501.85	\$ -	\$ 9,501.85	\$ -	\$ -	\$ -	\$ 9,501.85	\$ -	\$ 9,501.85
2. Employee Benefits	\$ 2,319.40	\$ -	\$ 2,319.40	\$ -	\$ -	\$ -	\$ 2,319.40	\$ -	\$ 2,319.40
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 261.50	\$ -	\$ 261.50	\$ -	\$ -	\$ -	\$ 261.50	\$ -	\$ 261.50
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 3,458.23	\$ -	\$ 3,458.23	\$ -	\$ -	\$ -	\$ 3,458.23	\$ -	\$ 3,458.23
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 1,299.00	\$ -	\$ 1,299.00	\$ -	\$ -	\$ -	\$ 1,299.00	\$ -	\$ 1,299.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 7,223.00	\$ -	\$ 7,223.00	\$ -	\$ -	\$ -	\$ 7,223.00	\$ -	\$ 7,223.00
11. Staff Education and Training	\$ 937.02	\$ -	\$ 937.02	\$ -	\$ -	\$ -	\$ 937.02	\$ -	\$ 937.02
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead Allocated Expenses	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 28,000.00	\$ 2,000.00	\$ 27,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 28,000.00	\$ -	\$ 28,000.00

Indirect As A Percent of Direct

0.0%

0.0%

Contractor Initials: *mg*

Date: *4/27/17*

Exhibit B-2
Budget

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

Bidder/Program Name: Planned Parenthood of Northern New England

Budget Request for: RFP-2017-DPHS-18-EARLY

(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

1. Total Salary/Wages	\$ 47,509.25	\$ -	\$ 47,509.25	\$ -	\$ -	\$ -	\$ 47,509.25	\$ -	\$ 47,509.25
2. Employee Benefits	\$ 11,597.01	\$ -	\$ 11,597.01	\$ -	\$ -	\$ -	\$ 11,597.01	\$ -	\$ 11,597.01
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,307.50	\$ -	\$ 1,307.50	\$ -	\$ -	\$ -	\$ 1,307.50	\$ -	\$ 1,307.50
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 17,291.14	\$ -	\$ 17,291.14	\$ -	\$ -	\$ -	\$ 17,291.14	\$ -	\$ 17,291.14
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 6,495.00	\$ -	\$ 6,495.00	\$ -	\$ -	\$ -	\$ 6,495.00	\$ -	\$ 6,495.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 36,114.99	\$ -	\$ 36,114.99	\$ -	\$ -	\$ -	\$ 36,114.99	\$ -	\$ 36,114.99
11. Staff Education and Training	\$ 4,685.11	\$ -	\$ 4,685.11	\$ -	\$ -	\$ -	\$ 4,685.11	\$ -	\$ 4,685.11
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead Allocated Expenses	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 125,000.00	\$ 10,000.00	\$ 135,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 125,000.00	\$ -	\$ 125,000.00

Indirect As A Percent of Direct

8.0%

0.0%

Contractor Initials:

Date: 4/27/17

Exhibit B-3
Budget

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

Bidder/Program Name: Planned Parenthood of Northern New England

Budget Request for: RFP-2017-DPHS-18-EARLY
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

1. Total Salary/Wages	\$ 47,509.25	\$ -	\$ 47,509.25	\$ -	\$ -	\$ -	\$ 47,509.25	\$ -	\$ 47,509.25
2. Employee Benefits	\$ 11,597.01	\$ -	\$ 11,597.01	\$ -	\$ -	\$ -	\$ 11,597.01	\$ -	\$ 11,597.01
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,307.50	\$ -	\$ 1,307.50	\$ -	\$ -	\$ -	\$ 1,307.50	\$ -	\$ 1,307.50
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 17,291.14	\$ -	\$ 17,291.14	\$ -	\$ -	\$ -	\$ 17,291.14	\$ -	\$ 17,291.14
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 6,495.00	\$ -	\$ 6,495.00	\$ -	\$ -	\$ -	\$ 6,495.00	\$ -	\$ 6,495.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 36,114.99	\$ -	\$ 36,114.99	\$ -	\$ -	\$ -	\$ 36,114.99	\$ -	\$ 36,114.99
11. Staff Education and Training	\$ 4,685.11	\$ -	\$ 4,685.11	\$ -	\$ -	\$ -	\$ 4,685.11	\$ -	\$ 4,685.11
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead Allocated Expenses	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 128,000.00	\$ 10,000.00	\$ 138,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 128,000.00	\$ -	\$ 128,000.00

Indirect As A Percent of Direct

8.0%

0.0%

Contractor Initials: MJ
Date: 4/27/17



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

4/27/17
Date

M. Gallagher
Name: Morgan Gallagher
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

4/27/17
Date

Megan Gallagher
Name: ~~BE~~ Megan Gallagher
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

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

4/27/17
Date

M J Gallagher
Name: Megan Gallagher
Title: President/CEO



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

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

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

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

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

Exhibit G

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

Contractor Initials Mg

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:

4/27/17
Date

M. Gallagher
Name: Meagan Gallagher
Title: President/CEO

Exhibit G

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

Contractor Initials Mg

Date 4/27/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4/27/17
Date

Meagan Gallagher
Name: *Meagan Gallagher*
Title: *President/CEO*



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
 The State

 Signature of Authorized Representative

 LISA MORRIS
 Name of Authorized Representative

 DIRECTOR, DHHS
 Title of Authorized Representative

 5/9/17
 Date

Planned Parenthood of Northern New England
 Name of the Contractor

 Signature of Authorized Representative

 Meagan Gallagher
 Name of Authorized Representative

 President/CEO
 Title of Authorized Representative

 4/27/17
 Date



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

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

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

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

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

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

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

Contractor Name:

4/27/17
Date

Meagan Gallagher
Name: Meagan Gallagher
Title: President/CEO



FORM A

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

1. The DUNS number for your entity is: Keene 95-992-4278 Manchester 03-166-8973 Claremont 85-964-9154 Derry 88-480-5359 Exeter 84-858-2215
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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