



Lori A. Shibinette  
Commissioner

Patricia M. Tilley  
Director

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

29 HAZEN DRIVE, CONCORD, NH 03301  
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August 31, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive** contract with Community Action Program Belknap and Merrimack Counties, Inc. (VC 177203), Concord, NH, in the amount of \$217,864 to provide reproductive and sexual health services to individuals in need with a heightened focus on vulnerable and/or low-income populations, with the option to renew for up to two (2) additional years, effective retroactive to July 1, 2021, upon Governor and Council approval, through June 30, 2023. 72% Federal Funds. 28% General Funds.

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

**05-95-90-902010-55300000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, FAMILY PLANNING PROGRAM (67% Federal Funds, 33% General Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90080206	\$81,145
2022	102-500731	Contracts for Prog Svc	90080207	\$30,915
2023	102-500731	Contracts for Prog Svc	90080206	\$46,145
2023	102-500731	Contracts for Prog Svc	90080207	\$30,915
Subtotal				\$189,120

**05-95-45-450010-61460000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, TEMP ASSISTANCE TO NEEDY FAMILIES (100% Federal Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500589	Grants For Pub Asst and Reli	45030203	\$14,372
2023	074-500589	Grants For Pub Asst and Reli	45030203	\$14,372
Subtotal				\$28,744
TOTAL				\$217,864

*The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.*

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and the Honorable Council  
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### **EXPLANATION**

This request is **Retroactive** because the Contractor's prior contract, for the same services, expired on June 30, 2021, and the Department needs the Contractor to provide these critical health services. Further, exact funding amounts were not known until the State Fiscal Year 2022-2023 Biennial Operating Budget (House Bill 1) was signed by the Governor in late June. The Department subsequently made a request to the Contractor to increase the proposed number of individuals served, which also contributed to the delay.

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

Approximately 664 individuals will be served under this Contract retroactive to July 1, 2021, through June 30, 2023.

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

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

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

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

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 31, 2021, through April 30, 2021. The Department received seven (7) responses that were reviewed and scored by a team of qualified individuals. Only one (1) response met the RFP requirements under Title X. The Summary Score Sheet is attached.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

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

Area served: Statewide

Source of Funds: CFDA #93.217, FAIN FPHPA006407 and CFDA #93.558, FAIN 2001NHTANF.

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

Respectfully Submitted,

DocuSigned by:  
*Lori A. Weaver*  
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Lori A. Shibinette  
Commissioner



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

**Reproductive and Sexual Health Services**

**RFP-2022-DPHS-07-REPRO**

RFP Name

RFP Number

	Maximum Points	Amoskeag Health**	CAP - Belknap-Merrimack	Coos County Family Health*	Equality Health Center**	Lamprey Health**	Lovering Health**	Planned Parenthood**
<b>Technical</b>								
Experience (Q1)	20	19	19	12	15	20	20	17
Overall Capacity (Q2)	35	33	33	13	28	33	35	28
Clinical Services (Q3)	40	35	39	27	37	36	40	34
Same Day LARC Insertion and Contraception (Q4)	35	25	35	25	32	28	35	25
Outreach and Education (Q5)	20	7	17	12	15	18	20	10
Staffing Plan (Q6)	20	12	16	16	14	15	20	17
Reporting (Q7)	25	18	24	17	20	22	23	17
Quality Improvement Experience and Capacity (Q8)	25	25	23	25	20	21	23	22
Performance Measures (Appendix M) (Q9)	30	28	22	23	12	20	30	10
<b>TOTAL POINTS*</b>	<b>250</b>	<b>202</b>	<b>228</b>	<b>170</b>	<b>193</b>	<b>213</b>	<b>246</b>	<b>180</b>

\* Minimum allowable pass/fail score - 175 points

\*\* Vendors who received a passing score based on the RFP Evaluation Scoring criteria; however do not comply with the current Title X regulations. These Vendors submitted proposals due to the possibility of the Title X Regulations changing by 7/1/21.

**Reviewer Names**

1. Rhonda Siegel
2. Haley Johnston
3. Brittany Foley
4. Lorette Moir

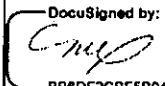
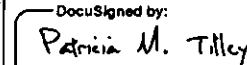

Subject: Reproductive and Sexual Health Services (RFP-2022-DPHS-07-REPRO-01)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program Belknap and Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive Concord, NH 03302	
1.5 Contractor Phone Number (603) 225-3295	1.6 Account Number 05-095-090-902010-5530 05-095-045-450010-6146	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$217,864
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  8/30/2021 Date:		1.12 Name and Title of Contractor Signatory Michael Tabory Deputy Director	
1.13 State Agency Signature DocuSigned by:  8/30/2021 Date:		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/31/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

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## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance, and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



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

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**

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

**New Hampshire Department of Health and Human Services  
Reproductive and Sexual Health Services  
EXHIBIT B**

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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide family planning and reproductive health services to individuals in need of reproductive and sexual health services with a heightened focus on vulnerable and low-income populations including, but not limited to:
  - 1.1.1. Uninsured.
  - 1.1.2. Underinsured.
  - 1.1.3. Individuals who are eligible and/or are receiving Medicaid services.
  - 1.1.4. Adolescents.
  - 1.1.5. Lesbian Gay Bisexual Transgender Questioning (LGBTQ).
  - 1.1.6. Those in need of Confidential Services.
  - 1.1.7. Individuals at or below two hundred fifty (250) percent federal poverty level.
  - 1.1.8. Refugees.
  - 1.1.9. Persons at risk of unintended pregnancy due to substance abuse.
- 1.2. The Contractor shall provide services to a minimum of 332 individuals each State Fiscal Year of the Agreement.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. Family Planning and Reproductive Health Services will include, but are not limited to:
  - 1.4.1. Clinical services.
  - 1.4.2. Sexually Transmitted Diseases (STD) and Human Immunodeficiency Virus (HIV) testing.
  - 1.4.3. STD and HIV counseling.
  - 1.4.4. Counseling and referrals for sterilization services.
  - 1.4.5. Sexual health education materials including sterilization education materials.
  - 1.4.6. Preconception health for all individuals of childbearing age.
- 1.5. The Contractor shall not utilize any funds provided under this Agreement for abortion services.
- 1.6. The Contractor shall make reasonable efforts to collect charges from clients without jeopardizing client confidentiality in accordance with Attachment 1, Title X Sub-Recipient Fee Policy and Sliding Fee Scales.

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**New Hampshire Department of Health and Human Services  
Reproductive and Sexual Health Services  
EXHIBIT B**

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- 1.7. The Contactor shall provide documentation verifying proof of an established Electronic Medical Record (EMR) to the Department within thirty (30) days of Governor and Council approval of this Agreement.
- 1.8. The Contractor shall work directly with the Department's database Contractor to ensure full integration of their EMR with the Department's FPAR 2.0 compliant Family Planning database no later than June 30, 2022.
- 1.9. The Contactor shall manually enter FPAR 2.0 data elements into the Department's Family Planning database until their EMR is fully integrated, but no later than the June 30, 2022.
- 1.10. Clinical Services
  - 1.10.1. The Contractor shall provide reproductive and sexual health clinical services in compliance with all applicable Federal and State guidelines including the New Hampshire Title X Family Planning Clinical Services Guidelines (Attachment 2).
  - 1.10.2. The Contractor shall follow and maintain established written internal protocols, policies, practices and clinical family planning guidelines that must comply with Title X rules, and will provide copies of said materials to the Department upon request.
  - 1.10.3. The Contractor shall ensure all MDs, APRNs, PAs, nurses and/or any staff providing direct care and/or education to clients read and sign the New Hampshire Family Planning Clinical Services Guidelines prior to providing services under this Agreement.
  - 1.10.4. The Contractor shall submit the New Hampshire Family Planning Clinical Services Guidelines signed signature page to the Department for review and signature within thirty (30) days of Governor and Council approval of this Agreement, and on an annual basis by August 31.
  - 1.10.5. The Contractor shall ensure any staff subsequently added to provide Title X services also sign the New Hampshire Family Planning Clinical Services Guidelines signature page prior to providing direct care and/or education.
  - 1.10.6. The Contractor shall ensure reproductive and sexual health medical services are performed under the direction of a Medical Director who is a licensed physician with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
  - 1.10.7. The Contractor shall provide a broad range of contraceptive methods including, but not limited to:
    - 1.10.7.1. Intrauterine device (IUD).
    - 1.10.7.2. Implant.

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- 1.10.7.3. Contraceptive pills.
- 1.10.7.4. Contraceptive injection.
- 1.10.7.5. Condoms.
- 1.10.7.6. Fertility awareness based methods (FABM).

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

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

**1.11. Health Education and Outreach**

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

1.11.2. The Contractor must sign and return the Community Participation, Education and Project Promotion Agreement in Attachment 3 to the Department within thirty (30) days of Governor and Council approval of this Agreement.

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

- 1.11.3.1. Sexually transmitted diseases (STD).
- 1.11.3.2. Contraceptive methods.
- 1.11.3.3. Pre-conception care.
- 1.11.3.4. Achieving pregnancy/infertility.
- 1.11.3.5. Adolescent reproductive health.
- 1.11.3.6. Sexual violence.
- 1.11.3.7. Abstinence.
- 1.11.3.8. Pap tests/cancer screenings.
- 1.11.3.9. Substance misuse services.
- 1.11.3.10. Mental health.

1.11.4. The Contractor shall establish an I&E Committee and Advisory Board comprised of individuals within the targeted population or/or communities for which the materials are intended. The I&E Committee

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and Advisory Board, which may be the same group of individuals, must be broadly representative in terms of demographic factors including:

- 1.11.4.1. Race;
  - 1.11.4.2. Color;
  - 1.11.4.3. National origin;
  - 1.11.4.4. Handicapped condition;
  - 1.11.4.5. Sex, and
  - 1.11.4.6. Age.
- 1.11.5. The Contractor shall ensure the I&E Committee reviews all information and educational materials at a minimum of two (2) times per year to verify:
- 1.11.5.1. Materials are up to date on medical accuracy; and
  - 1.11.5.2. Materials are relevant and suitable for to the targeted populations identified in Subsection 1:1, in accordance with the Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement (Attachment 3).
- 1.11.6. The Contractor shall ensure the Advisory Board assesses the Title X Reproduction and Sexual Health Program at a minimum of two (2) times a year to ensure the program is meeting all goals and objectives in accordance with the Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement.
- 1.11.7. The Contractor shall ensure:
- 1.11.7.1. The I&E Committee and Advisory Board meet two (2) times per year at a minimum.
  - 1.11.7.2. Health education and information materials are reviewed by the Advisory Board in accordance with Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement (Attachment 3).
  - 1.11.7.3. Health education materials meet current medical standards and have a documented process for discontinuing any out-of-date materials.
- 1.11.8. The Contractor shall submit a listing of the I&E materials to the Department annually on a set date as determined by the Department. Information listed must include, but is not limited to:
- 1.11.8.1. Title of the I&E material.
  - 1.11.8.2. Subject.

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1.11.8.3. Advisory Board approval date.

1.11.8.4. Publisher.

1.11.8.5. Date of publication.

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

1.11.9.1. Outreach coordination.

1.11.9.2. Community table events.

1.11.9.3. Social media.

1.11.9.4. Outreach to schools.

**1.12. Work Plan**

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

1.12.2. The Contractor shall:

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

1.12.2.2. Revise the Work Plan accordingly; and

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

**1.13. Site Visits**

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

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

1.13.1.2. Pull medical charts; and

1.13.1.3. Pull financial documents for auditing purposes.

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**EXHIBIT B**

**1.14. Training**

- 1.14.1. The Contractor shall ensure the Director attends in-person and/or web-based meetings and trainings facilitated by the Department upon request. Meetings will include, but are not limited to, a minimum of two (2) Family Planning Agency Directors Meetings per calendar year.
- 1.14.2. The Contractor shall ensure all family planning staff complete the Title X Orientation e-learning courses, including:
  - 1.14.2.1. "Title X Orientation: Program Requirements for Title X Funded Family Planning Projects," and
  - 1.14.2.2. "Introduction to Reproductive Anatomy and Physiology."
- 1.14.3. The Contractor shall ensure all family planning staff complete yearly Title X training(s) on topics including:
  - 1.14.3.1. Mandatory Reporting for abuse, rape, incest, and human trafficking;
  - 1.14.3.2. Family Involvement and Coercion;
  - 1.14.3.3. Non-Discriminatory Services; and
  - 1.14.3.4. Sexually Transmitted Disease.
- 1.14.4. The Contractor shall ensure all family planning clinical staff participate in the yearly STD webinar training conducted by the Department and keep records of staff participation.
- 1.14.5. The Contractor shall ensure staff providing STD and HIV counseling are trained utilizing CDC models or tools.
- 1.14.6. The Contractor shall ensure all family planning clinical staff participate in the yearly STD webinar training conducted by the Department and keep records of staff participation. The training can be utilized for HRSA Section 318 eligibility requirements, if applicable. The Contractor shall:
  - 1.14.6.1. Ensure a minimum of two (2) clinical staff attend the "live" webinar on the scheduled date, and
  - 1.14.6.2. Ensure clinical staff who did not attend the "live" webinar view a recording of the training within thirty (30) days of the "live" webinar, as available.
  - 1.14.6.3. Submit an Attendance Sheet that includes attendee signatures to the Department within thirty (30) days of the "live" webinar, as available.
- 1.14.7. The Contractor shall keep and maintain staff training logs available to the Department upon request.

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**1.15. Staffing**

- 1.15.1. The Contractor shall ensure employees and subcontractors providing direct services to clients under this Agreement have undergone a criminal background check and have no convictions for crimes that represent evidence of behavior that could endanger clients served under this Agreement.
- 1.15.2. The Contractor shall have at a minimum one (1) clinical provider on staff, available on-site, who is proficient in the insertion and removal of Long Acting Reversible Contraception (LARC), IUD and Implant; and provide documentation verifying proficiency to the Department within thirty (30) days of Governor and Council approval of this Agreement and on an annual basis no later than August 31, or as directed by the Department.
- 1.15.3. The Contractor shall provide and maintain qualified staffing to perform and carry out all services in this Exhibit B, Scope of Work. The Contractor shall:
  - 1.15.3.1. Ensure staff unfamiliar with the FPAR data system currently in use by the NH Family Planning Program (FPP) attend a required one (1) day orientation/training Webinar conducted by the Department's database Contractor.
  - 1.15.3.2. Ensure staff are supervised by a Medical Director, with specialized training and experience in family planning, in accordance with Section 1.10.6 above.
  - 1.15.3.3. Ensure staff have received appropriate training and possess the proper education, experience and orientation to fulfill the requirements in this RFP and maintain documentation verifying this requirement is met.
  - 1.15.3.4. Maintain up-to-date records and documentation for staff requiring licenses and/or certifications and submit documentation to the Department upon request and no less than annually.
- 1.15.4. The Contractor shall notify the Department in writing, via a written letter submitted on agency letterhead, when:
  - 1.15.4.1.1. Hiring new staff essential to carrying out contracted services within thirty (30) days of hire. Include a copy of the individual's resume.
  - 1.15.4.1.2. A critical position is vacant for more than thirty (30) days; and

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

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

**2. Exhibits Incorporated**

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

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

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

**3. Reporting and Deliverables**

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

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

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

3.1.2.1. Outreach to schools.

3.1.2.2. Community resource programs.

3.1.2.3. Social media.

3.1.2.4. Community table events.

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

3.1.4. Collecting FPAR 2.0 Data Elements as required by the Office of Populations Affairs and the Department beginning January 1, 2022. (See Attachment 6, FPAR Data Elements – SAMPLE DRAFT)

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- 3.1.5. Submitting the required FPAR Data Elements to the FPP Data System Contractor electronically through a secure platform on an ongoing basis, but no less frequently than monthly by the tenth (10th) day of each month.
- 3.1.6. Submitting any requested FPAR documents to the Department each State Fiscal Year of the Agreement, in accordance with the Reporting Calendar, in order for the Department to monitor and report program performance to the Office of Population Affairs (45 CFR §742 and 45 CFR §923).
- 3.2. The Contractor shall develop and submit an Annual Performance Measure Outcomes Report to the Department on an annual basis no later than August 31, or as directed by the Department.
- 3.3. The Contractor shall provide records of employee salaries and wages that accurately reflect all work performed to the Department upon request. Such records shall include, but are not limited to:
  - 3.3.1. All activity(s) for which each employee is compensated; and
  - 3.3.2. The total amount of time spent performing each activity.
- 4. **Performance Measures**
  - 4.1. The Department will monitor Contractor performance through the required Reporting and Deliverables in Section 3, and the Performance Measures included in Attachment 7, Family Planning Performance Indicators and Performance Measures Definitions.
  - 4.2. The Contractor shall provide other key data and metrics including client-level demographic, performance, and service data upon Department request.
- 5. **Additional Terms**
  - 5.1. Impacts Resulting from Court Orders or Legislative Changes
    - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
  - 5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
    - 5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals

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who are blind or have low vision; and individuals who have speech challenges.

**5.3. Credits and Copyright Ownership**

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

**5.4. Operation of Facilities: Compliance with Laws and Regulations**

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in

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conformance with local building and zoning codes, by-laws and regulations.

**5.5. Eligibility Determinations**

- 5.5.1. 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.
- 5.5.2. Eligibility determinations shall be made on forms provided by the Contractor for that purpose.
- 5.5.3. The Contractor shall maintain a data file on each recipient of services hereunder, which file shall include the Contractor determination form and 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.
- 5.5.4. 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.

**6. Records**

- 6.1. The Contractor shall keep records that include, but are not limited to:
  - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each

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such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 72% Federal Funding from the Family Planning Services Grants, as awarded on March 26, 2021, by the U.S. Department of Health and Human Services, Office of Assistant Secretary of Health, NH Family Planning (Title X) Program, CFDA #93.217, FAIN FPHPA006407 and from U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (ACF, TANF) as awarded by the U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (TANF), CFDA #93.558, FAIN 2001NHTANF.
  - 1.2. 28% State General funds.
2. The Contractor shall not utilize any funds provided under this Agreement for abortion services.
3. For the purposes of this Agreement:
  - 3.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 3.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Payment shall be made on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the Department approved budget line items in Exhibits C-1, Budget through Exhibit C-5, Budget.
5. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

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6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHSCContractBilling@dhhs.nh.gov](mailto:DPHSCContractBilling@dhhs.nh.gov), or invoices may be mailed to:  

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Should the Contractor not meet the approximate number of clients served in Year One (1) of the Contract Period, as specified in Subsection 1.2 of Exhibit B, Scope of Services, the Department may adjust the State Fiscal Year funding amount for Year Two (2) of the Contract Period through a Contract Amendment subject to Governor and Council approval.
12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
14. Audits
  - 14.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:

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- 14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 14.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.
- 14.6. The Contractor shall allow the Department to conduct financial audits on an annual basis, or upon request by the Department, to ensure compliance with the funding requirements of this Agreement. The Contractor shall make available documentation and staff as necessary to conduct such audits, including but not limited to policy and procedure manuals, financial records and reports, and discussions with management and finance staff.

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## Exhibit C-2, Budget

## New Hampshire Department of Health and Human Services

Contractor Name: Community Action Program Belknap and Merrimack Counties, Inc.

Project Title: Reproductive and Sexual Health Services (Family Planning Program)

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

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	\$ 150,723.00	\$ 6,422.00	\$ 157,145.00	\$ 91,324.00	\$ 3,211.00	\$ 94,535.00	\$ 59,399.00	\$ 3,211.00	\$ 62,610.00
2. Employee Benefits	\$ 9,525.00	\$ 1,501.00	\$ 11,026.00	\$ 4,325.00	\$ 1,501.00	\$ 5,826.00	\$ 5,200.00	\$ -	\$ 5,200.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
Lab	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -
Pharmacy	\$ 21,000.00	\$ -	\$ 21,000.00	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
Medical	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
6. Travel	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 43,339.00	\$ -	\$ 43,339.00	\$ 41,339.00	\$ -	\$ 41,339.00	\$ 2,000.00	\$ -	\$ 2,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 5,700.00	\$ -	\$ 5,700.00	\$ 3,300.00	\$ -	\$ 3,300.00	\$ 2,400.00	\$ -	\$ 2,400.00
Postage	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00
Subscriptions	\$ 700.00	\$ -	\$ 700.00	\$ 350.00	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ 350.00
Audit and Legal	\$ 500.00	\$ -	\$ 500.00	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00
Insurance	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,250.00	\$ -	\$ 1,250.00	\$ 750.00	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 250,837.00</b>	<b>\$ 7,923.00</b>	<b>\$ 258,760.00</b>	<b>\$ 176,988.00</b>	<b>\$ 4,712.00</b>	<b>\$ 181,700.00</b>	<b>\$ 73,849.00</b>	<b>\$ 3,211.00</b>	<b>\$ 77,060.00</b>

Indirect As A Percent of Direct

3.2%

## Exhibit C-3, Budget

## New Hampshire Department of Health and Human Services

Contractor Name: Community Action Program Belknap and Merrimack Counties, Inc.

Project Title: Reproductive and Sexual Health Services (TANF)

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

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	\$ 15,823.00	\$ -	\$ 15,823.00	\$ 2,273.00	\$ -	\$ 2,273.00	\$ 13,550.00	\$ -	\$ 13,550.00
2. Employee Benefits	\$ 1,322.00	\$ -	\$ 1,322.00	\$ 500.00	\$ -	\$ 500.00	\$ 822.00	\$ -	\$ 822.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 17,145.00</b>	<b>\$ -</b>	<b>\$ 17,145.00</b>	<b>\$ 2,773.00</b>	<b>\$ -</b>	<b>\$ 2,773.00</b>	<b>\$ 14,372.00</b>	<b>\$ -</b>	<b>\$ 14,372.00</b>

Indirect As A Percent of Direct

0.0%

**Exhibit C-4, Budget**

## New Hampshire Department of Health and Human Services

**Contractor Name:** Community Action Program Belknap and Merrimack Counties, Inc.

**Project Title: Reproductive and Sexual Health Services (TANF)**

**Budget Period: July 1, 2022 to June 30, 2023**

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	\$ 15,823.00	\$ -	\$ 15,823.00	\$ 2,273.00	\$ -	\$ 2,273.00	\$ 13,550.00	\$ -	\$ 13,550.00
2. Employee Benefits	\$ 1,322.00	\$ -	\$ 1,322.00	\$ 500.00	\$ -	\$ 500.00	\$ 822.00	\$ -	\$ 822.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 17,145.00</b>	<b>\$ -</b>	<b>\$ 17,145.00</b>	<b>\$ 2,773.00</b>	<b>\$ -</b>	<b>\$ 2,773.00</b>	<b>\$ 14,372.00</b>	<b>\$ -</b>	<b>\$ 14,372.00</b>

### Indirect As A Percent of Direct

0.0%

Contractor Initials MS  
Date 8/31/2021

## Exhibit C-5, Budget

## New Hampshire Department of Health and Human Services

Contractor Name: Community Action Program Belknap and Merrimack Counties, Inc.

Project Title: Reproductive and Sexual Health Services (Supplemental Budget)

Budget Period: July 1, 2021 to March 30, 2022

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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	\$ -	\$ -	\$ 35,000.00	\$ -	\$ 35,000.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 35,000.00</b>	<b>\$ -</b>	<b>\$ 35,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,000.00</b>	<b>\$ -</b>	<b>\$ 35,000.00</b>

Indirect As A Percent of Direct

0.0%

**New Hampshire Department of Health and Human Services  
Exhibit D**



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

MT

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.

Vendor Name:

8/30/2021

Date

DocuSigned by:

Name: Michael Tabory

Title: Deputy Director

Vendor Initials

DS  
MT

Date 8/30/2021





**New Hampshire Department of Health and Human Services  
Exhibit E**

**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

8/30/2021

Date

DocuSigned by:

Name: Michael Tabory

Title: Deputy Director

Exhibit E – Certification Regarding Lobbying

Vendor Initials

DS  
MT

Date 8/30/2021

**New Hampshire Department of Health and Human Services**  
**Exhibit F**



**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

DS  
MT

**New Hampshire Department of Health and Human Services  
Exhibit F**



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

8/30/2021

Date

DocuSigned by:

Name: Michael Tabory

Title: Deputy Director

Contractor Initials

DS  
MT

8/30/2021  
Date

New Hampshire Department of Health and Human Services  
Exhibit G



**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

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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:

8/30/2021

Date

DocuSigned by:

Name: Michael Tabory

Title: Deputy Director

Exhibit G

Contractor Initials

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MT

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 H



**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:

8/30/2021

Date

DocuSigned by:

Name: Michael Tabory

Title: Deputy Director



## New Hampshire Department of Health and Human Services

## Exhibit I

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

### (1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, 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.

3/2014

Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 1 of 6

Contractor Initials

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Date

## New Hampshire Department of Health and Human Services



## 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

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Contractor Initials

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8/30/2021  
Date





## New Hampshire Department of Health and Human Services

## Exhibit I

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

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

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

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

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

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

3/2014

Contractor Initials MT

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Date



## New Hampshire Department of Health and Human Services

## 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 Associate

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Contractor Initials

8/30/2021  
Date



## New Hampshire Department of Health and Human Services

## 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.

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8/30/2021  
Date



## New Hampshire Department of Health and Human Services

## 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 by:

Patricia M. Tilley

045F038F6BFD468...

Signature of Authorized Representative

Patricia M. Tilley

Name of Authorized Representative  
Director

Title of Authorized Representative

8/30/2021

Date

Community Action Program Belknap-Merrimack Counties, Inc.

Name of the Contractor

Michael Tabory

680DF2CEP360443...

Signature of Authorized Representative

Michael Tabory

Name of Authorized Representative

Deputy Director

Title of Authorized Representative

8/30/2021

Date

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**New Hampshire Department of Health and Human Services  
Exhibit J**



**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:

8/30/2021

Date

DocuSigned by:

Name: Michael Tabory

Title: Deputy Director

Contractor Initials

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8/30/2021  
Date



**New Hampshire Department of Health and Human Services**  
**Exhibit J**

**FORM A**

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

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1. The DUNS number for your entity is: 075597364
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X                      NO                      YES

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

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

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

\_\_\_\_\_ NO \_\_\_\_\_ YES

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

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

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

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



## A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service; the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

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



## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

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## DHHS Information Security Requirements



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

**V. LOSS REPORTING**

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

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

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

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

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

**VI. PERSONS TO CONTACT**

**A. DHHS Privacy Officer:**

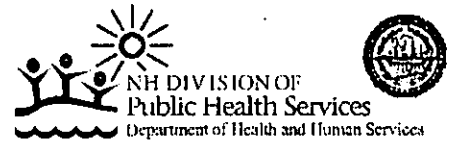
DHHSPrivacyOfficer@dhhs.nh.gov

**B. DHHS Security Officer:**

DHHSInformationSecurityOffice@dhhs.nh.gov

## Attachment 1

## NH FAMILY PLANNING PROGRAM

**TITLE X SUB-RECIPIENT FEE POLICY AND SLIDING FEE SCALES**Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0

Effective Date: 01/28/21 Next Review Date: 01/01/2022

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

**I. Fee Policy****Federal Poverty Level, Third Party Billing, and Income Verification**

Client income and eligibility for a discount should be assessed, documented in the client record, and re-evaluated at least annually. Documentation of income may include a copy of a pay stub or some other form of documentation of family income; however clients who cannot present documentation of income must not be denied services and are allowed to self-report income. Sub-recipients who have lawful access to other valid means of income verification because of the client's participation in another program may use those data, rather than re-verify income or rely solely on the client's self-report. Whenever possible, there should be separate charts for client records and medical records.

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

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

Agencies must offer by federal mandate a broad range of acceptable and effective medically approved family planning methods and services either on-site or by referral (42 CFR 59.5(a)(1)). For the purposes of considering payment for contraceptive services only, where a client has health insurance coverage through an employer that does not provide the contraceptive services sought by the client because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider the client's insurance coverage status as a good reason why they are unable to pay for contraceptive services (42 CFR 59.2).

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**Discount Schedules/Reasonable Cost**

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

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

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

**Third Party Payments**

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

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

**Fee Waiver**

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

**Voluntary Donations**

Voluntary donations from clients are permissible; however, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. If a sub-recipient agency chooses to ask for donations, then donations must be requested from *all* clients, including clients using public or private insurance. In such a case, it may be helpful

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to display signs at check-out or have a financial counseling script available for project staff who will be tasked with collecting donations.

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

**Discount Eligibility for Minors**

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

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

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

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

**Confidential Collections**

Sub-recipient agencies must inform clients about the existence of the discount schedule and the fact that services will not be denied due to inability to pay. Sub-recipient agencies must make reasonable efforts to collect bills, but they must in no way jeopardize client confidentiality in the process. Sub-recipient agencies must obtain a client's permission before sending bills or making phone calls to the client's home and/or place of employment.

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**Sub-recipient Fee Policy Documentation Requirements**

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

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

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

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**II. Definition of A Family Planning Visit**

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

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

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

**Types of Family Planning Visits**

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

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

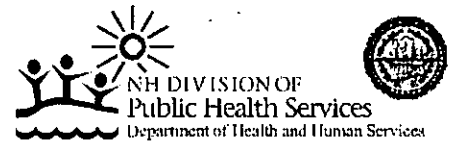
2. **Family Planning Encounter With An Other Health Care Provider** a documented, face-to-face or virtual encounter between a family planning client and an Other Services Provider (e.g., registered nurses, public health nurses, licensed vocational or licensed practical nurses [LPNs], certified nurse assistants, health educators, social workers, or clinic aides) in which family planning education or counseling services are provided in relation to contraception (proposed or adopted method), infertility or

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sterilization. The counseling should include a thorough discussion of the following:

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

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

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

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

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

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**Examples of Clients Who Are Family Planning Clients**

- An eleven-year old who is not sexually active, but is provided with counseling and education regarding reproductive anatomy and physiology can be considered as a family planning client. Counseling and education regarding contraceptive methods and HIV/STI counseling and education should also be provided to such clients if appropriate. According to the Title X legislative mandates and conditions in the notice of grant award (NOA), Title X providers must counsel minors on how to resist sexual coercion; encourage minors to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. Additionally, if a minor presents with an STI, pregnancy, or any suspicion of abuse, further evaluation is required and best effort should be made by the Title X provider to determine the age of the minor's partner(s). In Title X and as with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each patient's needs are, and are indicated in the notes within the client's medical chart.
- An adolescent male who comes in for contraceptive methods education and counseling with his adolescent girlfriend can be counted as a family planning client as long as the client is encouraged to receive other documented Title X required services for males in the future (e.g., sexual history, partner history, and HIV/STI education, testicular self-exam (TSE) education, etc.). According to the Title X legislative mandates and conditions in the NOA, Title X providers must counsel minors on how to resist sexual coercion; encourage minors to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. In Title X and as with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each patient's needs are, and are indicated in the notes within the client's medical chart.
- An adult male under 65 years old coming in for a comprehensive preventive health visit can be counted as a family planning client if the client receives contraceptive method education and/or counseling (i.e., condoms) and receives other documented Title X required services for males (e.g., sexual history, partner history, HIV/STI education, testicular exam, etc.).
- An adult male under 65 years old coming in for an HIV/STI visit can be counted as a family planning client if the client receives contraceptive method counseling and/or education (i.e., condoms) and receives other documented Title X required services for males (e.g., sexual history, partner history, and HIV/STI education, etc.). Required testicular exam screening may not occur during the HIV/STI visit, but should be performed if the client comes back for other health care services in the future. The

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message that condoms can prevent both unintended pregnancy and HIV/STIs must be included as part of the counseling and/or education provided to the client.

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

#### **Examples of Visits That Are Not Considered Family Planning Encounters**

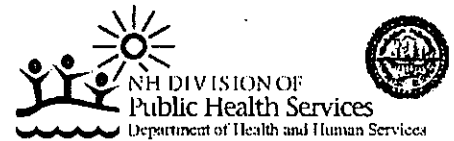
- An individual who receives anonymous HIV counseling, testing, and referral services cannot be counted as a family planning client since the visit cannot be documented and the client does not have a medical record.
- An individual whose reasons for visit does not indicate the need for services related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

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**III. Core (Minimum) Family Planning Services**

The following services must be charged for on a sliding fee scale, which includes a zero pay category for clients with incomes  $\leq 100\%$  of the FPL, and a discount schedule for clients with family incomes  $>101\%$  and  $\leq 250\%$  of the FPL.

1. Client education must provide all clients with the information needed to: make informed decisions about family planning, use specific methods of contraception and identify adverse effects, perform a breast/testicular self-examination, reduce the risk of HIV/STI transmission, understand the range of available services and the purpose and sequence of clinic procedures, and understand the importance of recommended screening tests and other procedures involved in the family planning visit. Client education must be documented in the client record. All clients should receive education as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning. Education can occur in a group or individual setting.
2. Counseling to assist clients in reaching an informed decision regarding their reproductive health and the choice and continued use of family planning methods and services must be provided for all clients. In addition all clients must receive counseling on, at a minimum, education about HIV infection and STIs, information on risks and HIV/STI infection prevention, and referral services. Documentation of counseling must be included in the client's record. The client's written informed voluntary consent to receive services must be obtained prior to the client receiving any clinical services. In addition, if a client chooses a prescription method of contraception, a method-specific consent form must be obtained and updated routinely at subsequent visits to reflect current information about the method. The signed informed consent form must be kept in the client's record. All clients should receive counseling as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning.
3. Comprehensive history for all clients at initial visit, with updates at subsequent visits, must be obtained. Histories for all clients must include at least the following areas: significant illnesses, hospitalizations, surgery, blood transfusion or exposure to blood products, and acute or chronic medical conditions; allergies; current use of prescription and over-the counter medications; extent of use of tobacco, alcohol, and other drugs; immunization and rubella status; review of systems; pertinent history of immediate family members; and partner history (including injectable drug use, multiple partners, risk history for HIV/AIDs, and sexual orientation). Histories of reproductive functioning in female clients must include at least the following: contraceptive use (past and present); menstrual history; sexual history; obstetrical history; gynecological conditions; history of HIV/STIs; pap smear history; and in utero exposure to DES for clients born between 1940 and 1970. Histories of reproductive function in male clients must include at least the following: sexual history; history of HIV/STIs; and urological conditions.
4. Complete Physical Exam for all clients. For clients, the exam should include (but not required) height and weight, examination of the thyroid, heart, lungs, extremities,

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## NH FAMILY PLANNING PROGRAM



breasts, abdomen, and blood pressure evaluation. For female clients, the exam *must* include blood pressure evaluation, breast examination, pelvic examination including vulvar evaluation and bimanual exam, pap smear (for those 21 years old and older), and HIV/STI screening, as indicated. All physical examination and laboratory test requirements stipulated in the prescribing information for specific methods of contraception must be followed.

5. Laboratory Tests are required for the provision of specific methods of contraception. Pregnancy testing must be provided onsite and HIV, Chlamydia, Gonorrhea, and Syphilis testing must be provided for all clients upon request or if indicated. The following laboratory procedures must be provided to clients if required in the provision of a contraceptive method: anemia assessment, vaginal wet mount, diabetes (blood sugar) testing, cholesterol or lipid testing, Hepatitis B testing, rubella titer, and urinalysis.
7. Level I Infertility Services must be made available to female and male clients desiring such services. Level I Infertility services includes: initial infertility interview, education, physical examination, counseling, and appropriate referral.
8. Revisit schedules must be individualized based on the client's need for education, counseling, and clinical care beyond that provided at the initial and annual visit. Clients selecting hormonal contraceptives, IUDs, cervical caps, or diaphragms for the first time should be scheduled for a revisit as appropriate after initiation of the method to reinforce its proper use, to check for possible side effects, and to provide additional information or clarification. A new or established client who chooses to continue a method already in use need not return for a revisit unless a need for re-evaluation is determined on the basis of findings at the initial visit.
9. Under the federal Title X law, grants cannot be made to entities that offer only a single method or unduly limited number of family planning methods. Either directly or through referral, all reversible and permanent methods of contraception must be provided, which include barrier methods (female and male), IUDs, fertility awareness based methods, hormonal methods (injectables, implants, oral contraceptives, and emergency contraception) and sterilization. Methods not directly provided at the site should be referred first to another Title X site, if appropriate, and, secondly, elsewhere at an agency with which the site has a formal arrangement with for the provision of the service.

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## NH FAMILY PLANNING PROGRAM



## IV SAMPLE DISCOUNT SCHEDULE

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

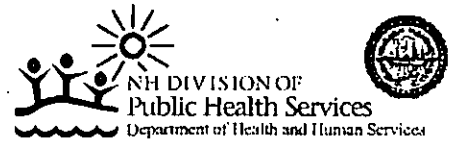
<u>Annual Income:</u>	100% poverty base numbers	100% Discount 100% of poverty No Fee		Cat 80 101-135% of poverty \$25 Fee		Cat 50 136 -185% of poverty \$50 Fee	
Family Size:		From:	To:	From:	To:	From:	To:
1	\$ 12,060	\$ -	\$ 12,179.60	\$12,180.60	\$16,400.60	\$16,401.60	\$ 22,430.60
2	\$ 16,240	\$ -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

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**Fee Policy Agreement**

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

\_\_\_\_\_  
Authorizing Official: Printed Name

\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Date

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

**Family Planning Clinical Services Guidelines**  
**Effective July 1, 2021**

<Revised November 1996, November 1997, January 2001, May 2001, October 2004, October 2007, December 2009, December 2010, February 2011, February 2012, April 2014, June 2019, May 2020, June 2021>

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

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

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

Approved:



Date: 6/16/21

Haley Johnston, MPH  
Family Planning Program Manager  
DHHS/DPHS

Approved:



Date: 6/15/21

Dr. Amy Paris, MD, MS.  
NH Family Planning Medical Consultant

We agree to follow these guidelines effective July 1, 2021 as minimum required clinical services for family planning.

Sub-Grantee Agency Name: \_\_\_\_\_

Sub-Grantee Authorizing Signature: \_\_\_\_\_



## Attachment 2

### Family Planning Clinical Services Guidelines

#### I. Overview of Family Planning Clinical Guidelines:

##### A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.
2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.
3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

##### B. Delegate Requirements:

1. Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.

The standard package of services includes:

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

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

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

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

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

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

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

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

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

American Society of Colposcopy and Cervical Pathology (ASCCP)

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

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
  - Substance Use Disorder
  - Behavioral Health
  - Immediate Postpartum LARC Insertion
  - Primary Care Services
  - Infertility Services
4. **Assurance of confidentiality must be included for all sessions where services are provided.**
  - Mandated Reporting: as a mandated reporter, the legal requirement to report suspected child abuse or neglect supersedes any professional duty to keep

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information about clients confidential.

<https://www.dhhs.nh.gov/dphs/holu/documents/reporting-abuse.pdf>

- RSA 161-F, 42-57 Adult Protection Law Persons 18 years old and over.
- RSA 169-C, Child Protection Act Children under 18 years old.

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

**6. Required Trainings:**

- Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
- Family Planning Basics (Reproductive Health National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. <https://rhntc.org/resources/introduction-reproductive-anatomy-and-physiology-clearning>
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. <https://rhntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects>

## **II. Family Planning Clinical Services**

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

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

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

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



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

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
  - a) Medical history
    - For women:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use
      - Allergies
      - Recent intercourse
      - Recent delivery, miscarriage, or termination
      - Any relevant infectious or chronic health conditions
      - Other characteristics and exposures that might affect medical criteria for contraceptive method
    - For Men:
      - Use of condoms
      - Known allergy to condoms
      - Partner contraception
      - Recent intercourse
      - Whether partner is currently pregnant or has had a child, miscarriage, or termination
      - The presence of any infectious or chronic health condition

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

- b) Pregnancy intention or reproductive life plan. Ask questions such as:
        - Do you want to become a parent?
        - Do you have any children now?
        - Do you want to have (more) children?
        - How many (more) children would you like to have and when?
      - c) Contraceptive experiences and preferences
      - d) Sexual health assessment including:
        - Sexual practices: types of sexual activity the client engages in.
        - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
        - Pregnancy prevention: current, past, and future contraception options
        - Partners: number, gender, concurrency of the client's sex partners
        - Protection from STD: condom use, monogamy, and abstinence
        - Past STD history in client & partner (to the extent the client is aware)
        - History of needle use (drugs, steroids, etc.) by client or partner(s)
3. Work with the client interactively to select the most suitable contraceptive method (Appendix A). Use a patient-centered decision-making approach in which the

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provider reviews medically appropriate methods in the context of the client's priorities.

- a) Ensure that the client understands:
  - Method effectiveness
  - Correct use of the method
  - Non-contraceptive benefits
  - Side effects
  - Protection from STDs, including HIV
- b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
  - Social-behavioral factors
  - Intimate partner violence and sexual violence
  - Mental health and substance use behaviors
4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. ([https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1\\_appendix.htm#T-4-C.1\\_down](https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down)).
5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
  - a) Checkbox, or;
  - b) Written statement; or
  - c) Method-specific consent form
  - d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.
6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.
7. Counseling adolescent clients should include a discussion on:
  - a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities
  - b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health
  - c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

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### **A. Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):**

**The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.**

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.
  - a. Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
    - Prenatal care and delivery
    - Infant care, foster care, or adoption
    - Pregnancy termination
  - a) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.
2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.
3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
  - a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
    - Peak days and signs of fertility.
    - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant.
    - Methods or devices that determine or predict ovulation.
    - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine.
    - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility.

### **B. Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

**Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.**

1. For women:
  - a) Counsel on the need to take a daily supplement containing folic acid

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- b) Discussion of reproductive life plan.
- c) Sexual health assessment screening including screening for sexually transmitted infections as indicated.
- d) Other screening services that include:
  - Obtain medical history
    - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for pregnancy outcomes and should be optimally managed before pregnancy.
    - All prescription and nonprescription medications should be reviewed during pre-pregnancy counseling and teratogens should be avoided.
  - Screen for intimate partner violence
  - Screen for tobacco, alcohol, and substance use
  - Screen for immunization status
  - Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
  - Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
  - Screen for hypertension by obtaining Blood Pressure (BP).
  - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP).
  - Women who present for pre-pregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
  - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

### 2. For Men:

- a) Discussion of reproductive life plan.
- b) Sexual health assessment screening.
- c) Other screening services that include:
  - Obtain medical history
  - Screen for tobacco, alcohol, and substance use
  - Screen for immunization status
  - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
  - Screen for obesity by obtaining height, weight, & BMI
  - Screen for hypertension by obtaining BP
  - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

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- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

### **D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):**

**Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.**

1. Assess client:
  - a) Discuss client's reproductive life plan
  - b) Obtain medical history
  - c) Obtain sexual health assessment
  - d) Check immunization status
2. Screen client for STDs
  - a) Test sexually active women < 25 years of age and high-risk women ≥25 years of age yearly for chlamydia and gonorrhea
  - b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
  - c) Provide additional STD testing as indicated
    - o Syphilis
      - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis.
      - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care.
    - o Hepatitis C
      - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.
4. Treat client and his/her partner(s), through expedited partner therapy; if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.  
(<https://www.cdc.gov/std/ept/default.htm>)
5. Provide STD/HIV risk reduction counseling.

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**III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):**

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography
- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

**IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and US OPA, 2014: pp 22- 23):**

A. Checklist of family planning and related preventive health services for women:  
Appendix B

B. Checklist of family planning and related preventive health services for men:  
Appendix C

**V. Guidelines for Other Medical Services**

**A. Postpartum Services**

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

**B. Sterilization Services**

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

**C. Minor Gynecological Problems**

Diagnosis and treatment are provided according to each agency's medical guidelines.

**D. Genetic Screening**

## Attachment 2

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

### **VI. Referrals**

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

### **VII. Emergencies**

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

### **VIII. Resources**

#### **Contraception:**

- US Medical Eligibility for Contraceptive Use, 2016.  
<http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm>
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016  
[https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s\\_cid=rr6504a1\\_w](https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w)
  - CDC MEC and SPR are available as a mobile app:  
<https://www.cdc.gov/mobile/mobileapp.html>
- Bedsider: <https://www.bedsider.org/>
  - Evidence-based resource for contraceptive counseling for patients and providers

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- “Emergency Contraception,” ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. (Reaffirmed 2018). <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception>
- “Long-Acting Reversible Contraception: Implants and Intrauterine Devices,” ACOG Practice Bulletin Number 186, November 2017. <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices>
- ACOG LARC program: clinical, billing, and policy resources. <https://www.acog.org/practice-management/coding>
- *Contraceptive Technology*, Hatcher, et al. 21<sup>st</sup> Revised Edition. <http://www.contraceptivetechnology.org/the-book/>
- *Managing Contraceptive Pill Patients*, Richard P. Dickey.
- Emergency Contraception: <https://www.acog.org/patient-resources/faqs/contraception/emergency-contraception>
- Condom Effectiveness: <http://www.cdc.gov/condomeffectiveness/index.html>

### **Preventative Care**

- US Preventive Services Task Force (USPSTF) <http://www.uspreventiveservicestaskforce.org>
  - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. <http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html>
- “Cervical cancer screening and prevention,” ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention>
- American Society for Colposcopy and Cervical Pathology (ASCCP) <http://www.asccp.org>
  - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
  - **Mobile app: Abnormal pap management**  
<https://www.asccp.org/mobile-app>



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- “Breast Cancer Risk Assessment and Screening in Average-Risk Women,” ACOG Practice Bulletin Number 179, July 2017. <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women>

### **Adolescent Health**

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4<sup>th</sup> Edition. [https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4\\_Introduction.pdf](https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf)
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) <http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services>
- North American Society of Pediatric and Adolescent Gynecology <http://www.naspag.org/>
- American Academy of Pediatrics (AAP), Policy Statement: “Contraception for Adolescents”, September, 2014. <http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299>
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Mandated Reporting: <https://www.fpntc.org/resources/mandatory-child-abuse-reporting-state-summaries/new-hampshire>

### **Sexually Transmitted Diseases**

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines <http://www.cdc.gov/std/treatment/>
  - Available as a mobile app: <https://www.cdc.gov/mobile/mobileapp.html>
- Expedited Partner Therapy. CDC. <https://www.cdc.gov/std/ept/default.htm>
  - NH DHHS resource on EPT in NH: <https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm>
- AIDS info (DHHS) <http://www.aidsinfo.nih.gov/>

### **Pregnancy testing and counseling/Early pregnancy management**

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. [https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc\\_expl\\_all\\_options2016.pdf](https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf)

## Attachment 2

- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 <https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition>
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197-207. <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss>

### **Fertility/Infertility counseling and basic workup**

- American Society for Reproductive Medicine (ASRM) <http://www.asrm.org>
  - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52-58
  - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

### **Preconception Visit**

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78-89. <https://www.acog.org/clinical/clinical-guidance/committee-opinion/articles/2019/01/prepregnancy-counseling>

### **Other**

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at <http://www.acog.org> Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: <https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx>

## Attachment 2

- American Cancer Society. <http://www.cancer.org/>
- Agency for Healthcare Research and Quality <http://www.ahrq.gov/clinic/cpgsix.htm>
- Partners in Information Access for the Public Health Workforce  
[phpartners.org/ph\\_public/](http://phpartners.org/ph_public/)
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health.  
<http://www.whijournal.com>
- American Medical Association, Information Center <http://www.ama-assn.org/ama>
- US DHHS, Health Resources Services Administration (HRSA)  
<http://www.hrsa.gov/index.html>
- "Reproductive Health Online (Reproline)", Johns Hopkins University  
<http://www.reprolineplus.org>
- National Guidelines Clearinghouse (NGCH) <http://www.guideline.gov>
- Know & Tell, child abuse and neglect. Information and trainings:  
<https://knowandtell.org/>

### Additional Resources:

- American Society for Reproductive Medicine: <http://www.asrm.org>
- Centers for Disease Control & Prevention A to Z Index: <http://www.cdc.gov/az/b.html>
- Emergency Contraception Website: <http://ec.princeton.edu>
- Human Trafficking: <https://www.nhhumantraffickingtaskforce.com>
- Office of Population Affairs: <http://www.hhs.gov/opa>
- Title X: Appropriations Language/Legislative Mandates: <https://opa.hhs.gov/grant-programs/title-x-service-grants/title-x-statutes-regulations-and-legislative-mandates>
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations  
[https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c\\_0.pdf](https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf)

## Attachment 3

# NH FAMILY PLANNING PROGRAM



### Title X Community Participation, Education and Project Promotion

Section: Maternal & Child Health      Sub Section(s): Family Planning Program      Version: 2.0  
 Effective Date: [July 1, 2021]      Next Review Date: [June 30, 2022]

Approved by:	Haley Johnston
Authority	Code of Federal Regulations 42 CFR 59.6(a) <a href="http://ecfr.gov">ecfr.gov</a>

This set of policies describe the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with Community Participation, Education and Project promotion requirements under the Title X Project. The following are covered in this section:

- Advisory Committee & Informational & Educational Materials Review and Approval
- Collaborative Planning and Community Engagement
- Community Awareness and Education

## I. Advisory Committee and Informational & Educational Materials

### Advisory Committee

Sub-recipients must have an Advisory Committee to provide an opportunity for participation in the development, implementation and evaluation of the project by persons broadly representative of all significant elements of the population served and by persons in the community knowledgeable about the community's needs for family planning services [42 CFR 59.5(b)(10)].

The Advisory Committee must:

- Consist of five to nine members
  - *The size of the committee can differ from these limits with written documentation and approval from the Office of Populations Affairs (42 CFR 59.6(b)(1)).*
  - Helpful Tip: Possessing more than five members will allow for continued compliance and allot more time for member recruitment if someone chooses to leave the committee.
- Be broadly representative of the population or community that is to be served by the sub-recipient agency.
- Meet regularly (in-person or virtually) to oversee the agency's Title X project, including the review and approval of informational and educational (I&E) materials.

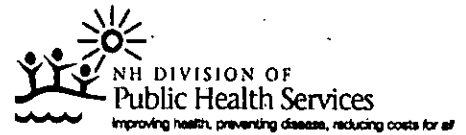
A board or committee that is already in existence can be used for the purpose of the Advisory Committee and/or I&E Committee as long as it meets the requirements. Check with local health department staff, agency upper management, community groups, or organizations (e.g., school-based health centers; public health advisory; alcohol and drug programs). *Note: In-house agency staff cannot serve as committee members.*

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## NH FAMILY PLANNING PROGRAM

**Informational & Educational (I&E) Materials Review and Approval**

*The Title X Grantee (Department of Health and Human Services, Division of Public Health Services, NH Family Planning Program (NH FPP)) delegates the I&E operations for the review and approval of materials to sub-recipient agencies; however, oversight of the I&E committee(s) and review process rests with the NH FPP. The NH FPP will ensure that sub-recipients and service sites adhere to all Title X I&E materials review and approval requirements.*

**Responsibility for Review and Approval**

All I&E materials developed or made available under the Title X Project must be reviewed and approved by the sub-recipient Advisory Committee prior to their distribution. If the Advisory Committee chooses it can delegate its I&E functions and responsibilities to a separate I&E Committee; however the final responsibility of all I&E materials still lies with the Advisory Committee. *If a separate I&E Committee is used, it must consist of five to nine members that are broadly representative of the population or community for which the I&E materials are intended.*

The responsible committee (I&E or Advisory) may delegate responsibility for the review of the factual, technical, and clinical accuracy of all I&E materials developed or made available under the Title X-funded project to appropriate project staff (e.g., RN, NP, CNM). If this function is delegated to appropriate project staff, the responsible committee must still then oversee operations and grant final approval.

The following language may be used for the purpose of member recruitment or orientation:

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution to the community.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

**Material Review and Approval Process**

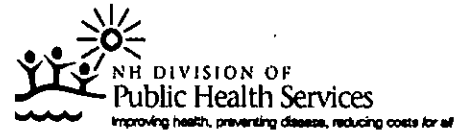
The responsible committee must review and approve all I&E materials developed or made available under the project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency with the purposes of Title X (Section 1006(d)(1), PHS Act; 42 CFR 59.6(a)). Thereafter, **all materials being distributed or made available under the Title X project must be reviewed and re-approved or expired on an annual basis.**

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## NH FAMILY PLANNING PROGRAM



The following criteria must be used for reviewing and approving materials to ensure that the above requirements are fulfilled:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

*Committee meetings specifically for I&E material review and approval are not required, but strongly recommended. The committee may choose to meet in-person or via conference calls, or may communicate by e-mail, phone, fax or mail for each material's review.*

### Documentation Requirements for Advisory Committee and I&E Materials

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipients to ensure compliance with the Title X project as it relates to the Advisory Committee and the review and approval of I&E materials.

- 1.) **I&E Master List Requirement.** On an annual basis, sub-recipients will be required to submit a comprehensive master list of I&E materials that are currently being distributed or are available to Title X clients. The list must include the date of approval, which must be within one year from the date the I&E master list is due to be submitted.
- 2.) **Policies and Procedures.** Sub-recipients must have written documentation that outlines their process for conducting material reviews, which must include:
  - A process for assessing factual accuracy of the content of I&E materials reviewed.
  - How the factual, technical, and clinical accuracy is ensured by the committee or appropriate project staff.
  - Criteria and procedures the committee members will use to ensure that the materials are suitable for the population and community for which they are intended.
  - Processes for reviewing materials written in languages other than English.
  - How review and approval records will be maintained.
  - How old materials will be expired.
  - Process to document compliance with the membership size requirement for the Advisory Committee (updated lists/rosters, meeting minutes).
  - How the Advisory Committee provides oversight and final approval for I&E materials, if this responsibility is delegated.
  - Process to document that the I&E/Advisory Committee is/are active (meeting minutes).
  - Process for selecting individuals to serve on the I&E/Advisory Committee(s) to ensure membership is broadly representative of the population/community being served.
  - Process for documenting compliance with all I&E/Advisory Committee requirements (meeting minutes, review form used).

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## Attachment 3 NH FAMILY PLANNING PROGRAM



### II. Collaborative Planning and Community Engagement

Sub-recipients must establish community engagement plans that ensure individuals who are broadly representative of all significant elements of the population served, and those who are knowledgeable about the community's needs for family planning services, will participate in developing, implementing, and evaluating the Title X project (42 CFR 59.5(b)(10)).

A community participation committee must be identified to serve the community engagement function. The I&E/Advisory committee may be used to fulfill this function or a separate group may be identified, so long as it meets the requirements. The community participation committee must meet annually or more often as appropriate.

#### Suggestions for Collaborative Planning and Community Engagement:

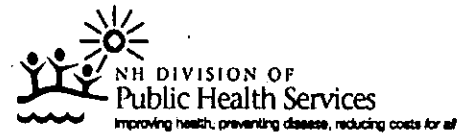
- Conduct routine community needs assessments and/or joint community needs assessments with community partners where service areas overlap.
- Administer client satisfaction surveys and use results for program planning.
- Collect feedback from clients through social media platforms.
- Develop mechanism for obtaining feedback from community members on agency Title X services and materials. Mechanisms may include a community advisory committee, youth advisory committee, or patient advisory committee.
- Present at community meetings and solicit feedback.
- Conduct a survey with community partners (mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations).
- Conduct focus groups with clients or community partners.
- Problem solve at service sites (e.g., determine how to increase male services; solve a "no show" problem; improve customer service).
- Offer feedback about your family planning program strengths and suggest areas needing improvement. Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

#### Sub-recipients must establish within policies and procedures:

- A process by which diverse community members (identified through needs assessment) will be involved in efforts to develop, assess, and/or evaluate the family planning project.
- A process for documenting community engagement activities (reports, meeting minutes).
- A process to document the committee is active (meeting minutes).

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**Attachment 3****NH FAMILY PLANNING PROGRAM****III. Community Awareness and Education**

Each family planning project must establish and implement planned activities to facilitate community awareness of and access to family planning services through the provision of community information and education programs. Sub-recipients must provide for community education and participation programs which should serve to “achieve community understanding of the objectives of the project, inform the community of the availability of services, and promote continued participation in the project by persons to whom family planning services may be beneficial” (42 CFR 59.5(b)(3)). The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy. The community participation committee described above can be utilized to execute the functions and operations of this requirement.

**Sub-recipients must establish within policies and procedures:**

- A process for assessing community awareness of and need for access to family planning services.
- A process for documenting implementation and evaluation of plan activities.
- A community education and service promotion plan that:
  - states that the purpose is to achieve community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial,
  - promotes the use of family planning among those with unmet need,
  - utilizes an appropriate range of methods to reach the community, and
  - includes an evaluation strategy.

**Suggestions for Community Awareness and Education Activities:**

- Community Presentations (e.g., providing education at a local school on a reproductive health topic).
- Attending community events to provide health education to attendees (e.g., tabling events, community meetings).
- Conduct presentations to inform community partners ((mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations) of services, locations, and hours.
- Meet with community partners and coalitions to discuss family planning program and potential referral opportunities.
- Post up-to-date program information at a range of community venues, including virtual platforms (websites, social media, etc.).
- Distribute and post flyers.
- Distribute program information at community events (e.g., tabling events).

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**Attachment 3**

**NH FAMILY PLANNING PROGRAM**



**Community Participation, Education, and Project Promotion Agreement**

On behalf of \_\_\_\_\_, I hereby certify that I have read and understand this  
(Agency Name)

policy regarding Community Engagement, Education, and Project Promotion as detailed above.  
I agree to ensure all agency staff and sub-contractors working on the Title X project understand  
and adhere to the aforementioned policies and procedures set forth.

\_\_\_\_\_  
Authorizing Official: Printed Name

\_\_\_\_\_  
Authorizing Official: Signature

\_\_\_\_\_  
Date

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## Attachment 4

**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY XX-XX**  
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

**NH Family Planning Program (NH FPP) Priorities:**

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client-centered* and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention (CDC); *Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
  - o Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
  - o Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
  - o Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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## Attachment 4

**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY XX-XX**  
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

**New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:**

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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**Attachment 4**

**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY XX-XX**  
 (Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

**Goal 1: Maintain access to family planning services for low-income populations across the state.**

Performance INDICATOR #1:

Through June 20XX, the following targets have been set:

- 1a. \_\_\_\_\_ clients will be served
- 1b. \_\_\_\_\_ clients <100% FPL will be served
- 1c. \_\_\_\_\_ clients <250% FPL will be served
- 1d. \_\_\_\_\_ clients <20 years old will be served
- 1e. \_\_\_\_\_ clients on Medicaid will be served
- 1f. \_\_\_\_\_ male clients will be served

Through June 20XX, the following targets have been set:

- 1a. \_\_\_\_\_ clients will be served
- 1b. \_\_\_\_\_ clients <100% FPL will be served
- 1c. \_\_\_\_\_ clients <250% FPL will be served
- 1d. \_\_\_\_\_ clients <20 years old will be served
- 1e. \_\_\_\_\_ clients on Medicaid will be served
- 1f. \_\_\_\_\_ male clients will be served

**SFY XX Outcome**

- 1a. \_\_\_\_\_ Clients served
- 1b. \_\_\_\_\_ Clients <100% FPL
- 1c. \_\_\_\_\_ Clients <250% FPL
- 1d. \_\_\_\_\_ Clients <20 years old
- 1e. \_\_\_\_\_ Clients on Medicaid
- 1f. \_\_\_\_\_ Clients – Male
- 1g. \_\_\_\_\_ Women <25 years old positive for Chlamydia

**SFY XX Outcome**

- 1a. \_\_\_\_\_ Clients served
- 1b. \_\_\_\_\_ Clients <100% FPL
- 1c. \_\_\_\_\_ Clients <250% FPL
- 1d. \_\_\_\_\_ Clients <20 years old
- 1e. \_\_\_\_\_ Clients on Medicaid
- 1f. \_\_\_\_\_ Clients – Male
- 1g. \_\_\_\_\_ Women <25 years old positive for Chlamydia

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**Attachment 4**

**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY XX-XX**  
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

**Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.**

By August 31, 20XX 100% of sub-recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years old. (*Performance Measure #5*)

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 20XX.

**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**

By August 31, 20XX, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients. (*Performance Measure #6*)

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 20XX.

**Goal 4: Provide appropriate education and networking to ensure vulnerable populations are aware of the availability of family planning services and to inform public audiences about Title X priorities.**

By August 31st, of each SFY, sub-recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services. (*Performance Measure #7*)

☐ Sub-recipient provides grantee a copy of completed outreach & education report by August 31, 20XX.

☐ Sub-recipient provides grantee a copy of completed outreach & education report by August 31, 20XX.

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**Attachment 4**

**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY XX-XX**  
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

**Goal 5: The NH FPP program will assure sub-recipient agencies are providing appropriate training and technical assistance to ensure Title X family planning staff (e.g., any staff with clinical, administrative and/or fiscal responsibilities) are aware of federal guidelines, program priorities, and new developments in reproductive health and that they have the skills to respond.**

By August 31st of each SFY, sub-recipients will submit an annual training report for clinical & non-clinical staff that participated in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines. (*Performance Measure #8*)

☐

Sub-recipient provides grantee a copy of completed annual training report by August 31, 20XX.

☐

Sub-recipient provides grantee a copy of completed annual training report by August 31, 20XX.

**Goal 6: Provide counseling for minors that encourages delaying the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.**

Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐

Sub-recipient provides grantee a copy of minors' policy for review and approval within 30 days of Governor and Council Approval

**Clinical Performance:**

The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure:** The percent of female family planning clients < 25 years old screened for chlamydia infection.
- **Performance Measure:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

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**Attachment 4**

**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY XX-XX**  
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

**Work Plan Instructions:**

Please use the following template to complete the two-year work plan for the FY XX & FY XX. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

**Project Goals:**

Broad statements that provide overall direction for the Family Planning Services.

**Project Objectives:**

*List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. Each objective should be Specific, Measurable, Achievable, Realistic, and Time-phased (SMART).* Each objective must be related and contribute directly to the accomplishment of the stated goal.

**Input/Resources:**

List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. *Note:* Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

**Planned Activities:**

Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

**Evaluation Activities:**

Activities that tell us how you will determine whether or not the planned activities were effective (i.e., did you achieve your measurable objective?)

**Work Plan Performance Outcome:**

At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

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**Attachment 4**

**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY XX-XX**  
 (Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

**Sample Work Plan**

**Project Goal:** To provide to patients/families support that enhance clinical services and treatment plans for population health improvement

**Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance):** By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate.
Care Management Team	2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data)
Clinical Teams	3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate.
Behavioral Health and LCSW staff	4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc.
SWAP materials and SWAP	5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops.
Self-Management Programs and Tools	6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
	1. Director of Quality will analyze data semi-annually to evaluate performance.
	2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

**Project Objective #2: (Care Management/Care Transitions):** By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
Care Management Team	3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
EHR	
	EVALUATION ACTIVITIES
Transitions of Care template documentation	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization
Access to local Hospital data	2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.

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 8/30/2021



## Attachment 4

**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY XX-XX**  
 (Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

**Program Goal:** *Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.*

**Performance Measure:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

**Project Objective:**

**INPUT/RESOURCES**

**PLANNED ACTIVITIES**

**EVALUATION ACTIVITIES**

**WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)**

**SFY XX Outcome:** *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX.*

\_\_\_\_\_ Target/Objective Met

**Narrative:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

\_\_\_\_\_ Target/Objective Not Met

**Narrative for Not Meeting Target:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

**Proposed Improvement Plan:** *Explain what your agency will do (differently) to achieve target/objective for next year.*

**Revised Work Plan Attached** (Please check if work plan has been revised)

**SFY XX Outcome:** *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX*

\_\_\_\_\_ Target/Objective Met

**Narrative:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

\_\_\_\_\_ Target/Objective Not Met

**Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

**Proposed Improvement Plan:** *Explain what your agency will do (differently) to achieve target/objective for next year*

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## Attachment 4

**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY XX-XX**  
 (Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

**Program Goal:** *To promote the availability of STD screening per CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy*

**Performance Measure:** The percent of female family planning clients <25 years old screened for chlamydia infection

**Project Objective:**

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

**WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)**

**SFY XX Outcome:** *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX*

\_\_\_\_\_ Target/Objective Met

**Narrative:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

\_\_\_\_\_ Target/Objective Not Met

**Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

**Proposed Improvement Plan:** *Explain what your agency will do (differently) to achieve target/objective for next year.*

**Revised Work Plan Attached** (Please check if work plan has been revised)

**SFY XX Outcome:** *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX*

\_\_\_\_\_ Target/Objective Met

**Narrative:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

\_\_\_\_\_ Target/Objective Not Met

**Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

**Proposed Improvement Plan:** *Explain what your agency will do (differently) to achieve target/objective for next year*

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8/30/2021

## Attachment 4

**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY XX-XX**  
 (Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

Program Goal: *Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.*

**Performance Measure:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

**Project Objective:**

INPUT/RESOURCES	PLANNED ACTIVITIES
	•
	EVALUATION ACTIVITIES
	•

**WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)**

SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX*

\_\_\_\_\_ Target/Objective Met

**Narrative:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

\_\_\_\_\_ Target/Objective Not Met

**Narrative for Not Meeting Target:**

**Proposed Improvement Plan:** *Explain what your agency will do (differently) to achieve target/objective for next year.*

**Revised Work Plan Attached** (Please check if work plan has been revised)

SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX*

\_\_\_\_\_ Target/Objective Met

**Narrative:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

\_\_\_\_\_ Target/Objective Not Met

**Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

**Proposed Improvement Plan:** *Explain what your agency will do (differently) to achieve target/objective for next year.*

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8/30/2021

**Attachment 5****NH Family Planning Reporting Calendar SFY 22-23**

<b><u>Due within 30 days of G&amp;C approval:</u></b>	
<ul style="list-style-type: none"> <li>• 2020 Clinical Guidelines signatures</li> <li>• SFY 22-23 FP Work Plan</li> </ul>	
<b>SFY 22 (July 1, 2021-June 30, 2022)</b>	
<b>Due Date:</b>	<b>Reporting Requirement:</b>
October 8, 2021	Public Health Sterilization Records (July-September)
January 14, 2022	FPAR Reporting: <ul style="list-style-type: none"> <li>• Source of Revenue</li> <li>• Clinical Data (HIV &amp; Pap Tests)</li> <li>• Table 13: FTE/Provider Type</li> </ul>
January 14, 2022	Public Health Sterilization Records (October-December)
April 8, 2022	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification ( <a href="http://ow.ly/NBJG30dmcF7">http://ow.ly/NBJG30dmcF7</a> )
May 6, 2022	Pharmacy Protocols/Guidelines
May 27, 2022	I&E Material List with Advisory Board Approval Dates Federal Scales/Fee Schedules
June 24, 2022	Clinical Guidelines Signatures (effective July 1, 2022)
<b>SFY 23 (July 1, 2022- June 30, 2023)</b>	
<b>Due Date:</b>	<b>Reporting Requirement:</b>
July 8, 2022	Public Health Sterilization Records (April-June)
August 31, 2022	<ul style="list-style-type: none"> <li>• Patient Satisfaction Surveys</li> <li>• Outreach and Education Report</li> <li>• Annual Training Report</li> <li>• Work Plan Update/Outcome Report</li> <li>• Data Trend Tables (DTT)</li> </ul>
October 7, 2022	Public Health Sterilization Records (July-September)
January 13, 2023	Public Health Sterilization Records (October - December)
January 13, 2023	FPAR Reporting: <ul style="list-style-type: none"> <li>• Source of Revenue</li> <li>• Clinical Data (HIV &amp; Pap Tests)</li> <li>• Table 13: FTE/Provider Type</li> </ul>
April 14, 2023	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification ( <a href="http://ow.ly/NBJG30dmcF7">http://ow.ly/NBJG30dmcF7</a> )
May 5, 2023	Pharmacy Protocols/Guidelines
May 26, 2023	I&E Material List with Advisory Board Approval Dates Federal Scales/Fee Schedules
June 23, 2023	Clinical Guidelines Signatures (effective July 1, 2022)
August 31, 2023	<ul style="list-style-type: none"> <li>• Patient Satisfaction Surveys</li> <li>• Outreach and Education Report</li> <li>• Annual Training Report</li> <li>• Work Plan Update/Outcome Report</li> <li>• Data Trend Tables (DTT)</li> <li>• Public Health Sterilization Records (April-June)</li> </ul>
<b>TBD</b>	<b>2023 FPAR Data</b>

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

MT 8/30/2021

## Attachment 6

New Hampshire Planning Program	
Family Planning Annual Report (FPAR) Existing Data Elements	Proposed FPAR 2.0 Additional Data Elements
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Contraceptive provision method (prescription, referral)
Breast Exam	Counseling to achieve pregnancy provided
CBE Referral	CT performed at visit
Chlamydia Test (CT)	CT Test Result
Contraceptive method initial	Date of Last HIV test
Contraceptive method at exit	Date of Last HPV Co-test
Date of Birth	Date of Pap Tests Last 5 years
English Proficiency	Diastolic blood pressure
Ethnicity	Ever Had Sex
Gonorrhea Test (GC)	Facility Identifier
HIV Test – Rapid	GC performed at visit
HIV Test – Standard	GC Test Result
Household Family Size	Gravidity
Medical Services	Height
Office Visit – new or established patient	HIV test performed at visit
Pap Test	HIV Referral Recommended Date
Patient Number	HIV Referral Visit Completed Date
Preconception Counseling	HPV test performed at visit
Pregnancy Status	HPV Test Result
Pregnancy Test	Method(s) Provided At Exit
Primary Contraceptive Method	Parity
Primary Reimbursement	Pap Test in the last 5 years
Principle Health Insurance Coverage	Pregnancy Future Intention
Procedure Visit Type	Pregnancy Status Reporting
Provider Role (e.g., MD, CNM, NP)	Reason for no contraceptive method at intake
Race	Sex in the last 12 Months
Reason for no method at exit	Sex in the last 3 Months
Syphilis test result	Smoking status
Site	Systolic blood pressure
Visit Date	Syphilis test performed at visit
Zip code	Weight

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8/30/2021

## Performance Indicators and Performance Measures Definitions | SFYs 2022 and 2023

**Family Planning (FP) Performance Indicator #1****Indicators:**

- 1a. \_\_\_\_\_ clients will be served
- 1b. \_\_\_\_\_ clients < 100% FPL will be served
- 1c. \_\_\_\_\_ clients < 250% FPL will be served
- 1d. \_\_\_\_\_ clients < 20 years of age will be served
- 1e. \_\_\_\_\_ clients on Medicaid at their last visit will be served
- 1f. \_\_\_\_\_ male clients will be served

**SFY XX Outcome**

- 1a. \_\_\_\_\_ clients served
- 1b. \_\_\_\_\_ clients <100% FPL
- 1c. \_\_\_\_\_ clients <250% FPL
- 1d. \_\_\_\_\_ clients <20years of age
- 1e. \_\_\_\_\_ clients on Medicaid
- 1f. \_\_\_\_\_ male clients
- 1g. \_\_\_\_\_ women <25 years of age  
positive for chlamydia

**Family Planning (FP) Performance Indicator #1 b**

**Indicator:** The percent of family planning clients under 100% FPL in the family planning caseload.

**Goal:** To increase access to reproductive services to low-income residents.

**Definition:** **Numerator:** Total number of clients <100% FPL served.

**Denominator:** Total number of clients served.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Indicator #1 c**

**Indicator:** The percent of family planning clients under 250% FPL.

**Goal:** To increase access to reproductive services to low-income residents.

**Definition:** **Numerator:** Total number of clients <250% FPL served.

**Denominator:** Total number of clients served.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Indicator #1 d**

**Indicator:** The percent of family planning clients under 20 years of age.

**Goal:** To increase access to reproductive services to adolescents.

**Definition:** **Numerator:** Total number of clients under 20 years of age served.

**Denominator:** Total number of clients served.

**Data Source:** Family Planning Data Base System

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8/30/2021

## Performance Indicators and Performance Measures Definitions | SFYs 2022 and 2023

**Family Planning (FP) Performance Indicator #1 e**

**Indicator:** The percent of family planning clients that were Medicaid recipients at the time of their last visit.

**Goal:** To improve access to reproductive services to Medicaid clients.

**Definition:** **Numerator:** Number of clients that used Medicaid as payment source.

**Denominator:** Total number of clients served.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Indicator #1 f**

**Indicator:** The percent of family planning male clients.

**Goal:** To increase access to reproductive services to males.

**Definition:** **Numerator:** Total number of male clients served.

**Denominator:** Total number of clients served.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Indicator #1 g**

**Indicator:** The proportion of women <25 years old screened for chlamydia that tested positive.

**Goal:** To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

**Definition:** **Numerator:** Total number of women <25 years old that tested positive for chlamydia.

**Denominator:** The total number of women <25 years old screened for chlamydia.

**Data Source:** Electronic Medical Records (EMR)

**Family Planning (FP) Performance Measure #1**

**Measure:** The percent of family planning clients of reproductive age who received preconception counseling.

**Goal:** To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

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8/30/2021

## Performance Indicators and Performance Measures Definitions | SFYs 2022 and 2023

**Definition:** **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

**Denominator:** Total number of clients of reproductive age.

**Data Source:** Electronic Medical Records (EMR)

**Family Planning (FP) Performance Measure #2**

**Measure:** The percent of female family planning clients < 25 years old screened for chlamydia infection.

**Goal:** To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

**Definition:** **Numerator:** Total number of chlamydia tests for female clients <25 years old.

**Denominator:** Total number of female clients < 25 years old.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Measure #3**

**Measure:** The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.

**Goal:** To improve utilization of most and moderately effective contraceptive methods to reduce unintended pregnancy.

**Definition:** **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy provided a most or moderately effective contraceptive method.

**Denominator:** The number of women aged 15-44 years at risk for unintended pregnancy.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Measure #4**

**Measure:** The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) (implants or intrauterine devices systems (IUD/IUS)) method.

**Goal:** To improve utilization of LARC methods to reduce unintended pregnancy.

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8/30/2021



## Performance Indicators and Performance Measures Definitions | SFYs 2022 and 2023

**Definition:** **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

**Denominator:** The number of women aged 15-44 years at risk for unintended pregnancy.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Measure #5**

**Measure:** The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

**Goal:** To improve access to a broad range of effective contraceptive methods, including abstinence, to prevent unintended pregnancy, STDs and HIV/AIDS.

**Definition:** **Numerator:** Total number of clients under the age of 18 who received abstinence education.

**Denominator:** Total number of clients under the age of 18.

**Data Source:** Electronic Medical Records (EMR)

**Family Planning (FP) Performance Measure #6**

**Measure:** The percentage of family planning clients who received STD/HIV reduction education.

**Goal:** To ensure that all clients receive STD/HIV reduction education.

**Definition:** **Numerator:** The total number of clients that received STD/HIV reduction education.

**Denominator:** The total number of clients served.

**Data Source:** Electronic Medical Records (EMR)

**Family Planning (FP) Performance Measure #7**

**Community Partnership Report**

**Definition:** This measure requires for meetings (in-person and/or virtual) with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. *All sites are required to make one contact annually with the local DCYF office.* Please be very specific in describing the outcomes of the linkages you were able to establish.

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## Performance Indicators and Performance Measures Definitions | SFYs 2022 and 2023

**SAMPLE:**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	Purpose	Contact Date	Outcome – Linkages Established

**Family Planning (FP) Performance Measure #8****Annual Training Report**

Definition: This measure requires the family planning delegate to submit an annual training report for clinical & non-clinical staff that participate in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

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8/30/2021

# State of New Hampshire

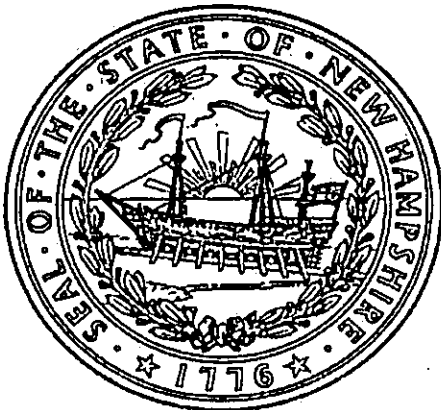
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. 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: 63021.

Certificate Number: 0005338239



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2021.

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

William M. Gardner  
Secretary of State

Phone (603) 225-3295  
 (800) 856-5525  
 Fax (603) 228-1898  
 Web [www.bm-cap.org](http://www.bm-cap.org)



2 Industrial Park Drive  
 P.O. Box 1016  
 Concord, NH  
 03302-1016

## CERTIFICATE OF AUTHORITY

I, Dennis Martino, President, Board of Directors, hereby certify that:

1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on **January 14, 2021**, at which a quorum of the Directors were present and voting.

**VOTED:** That *Jeanne Agri, Chief Executive Officer/Executive Director, Michael Tabory, Chief Operations Officer/Deputy Director, Rossana Goding, Chief Fiscal Officer, Steven Gregoire, Budget Analyst, Dennis Martino, President, Board of Directors* are duly authorized on behalf of Community Action Program Belknap-Merrimack Counties, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. Such authority to be in force and effect until **June 30, 2022**. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Signature of Elected Officer  
 Name: Dennis Martino  
 Title: President, Board of Directors

Dated: 8/20/2021

Rev. 11/12/2020  
 kth:COA - dennis martino

ALTON	CONCORD	EPSOM	LACONIA	NEWBURY	SUNCOOK
Senior Center ..... 875-7102	Area Center ..... 225-6880	Meadow Brook Housing ..... 736-8250	Area Center ..... 524-5512	Newbury Commons ..... 763-0360	Area Center ..... 485-7824
Prospect View Housing ..... 875-3111	Head Start ..... 224-6492		Head Start ..... 528-5334	Housing ..... 763-0360	Senior Center ..... 485-4234
	Early Head Start ..... 224-6492		Early Head Start ..... 528-5334		
<b>BELMONT</b>	Concord Area	Head Start ..... 934-2161	Senior Center ..... 524-7689	<b>PEMBROKE</b>	<b>TILTON</b>
Heritage Terr. Housing ..... 267-8801	Meals on Wheels ..... 225-9092	Early Head Start ..... 934-2161	Family Planning ..... 524-5453	Village at Pembroke Farms	Senior Center ..... 527-8291
	Concord Area Transil ..... 225-1989	Senior Center ..... 934-4151	Workplace Success ..... 524-4367	Housing ..... 485-1842	
<b>BRADFORD</b>	Horseshoe Pond Place ..... 228-6756	Riverside Housing ..... 934-5340			<b>WARNER</b>
Senior Center ..... 938-2104	WIC/CSFP ..... 225-2050		<b>MEREDITH</b>	<b>PITTSFIELD</b>	Area Center ..... 456-2207
	Workplace Success ..... 223-2305		Area Center ..... 279-4096	Senior Center ..... 435-8482	Head Start ..... 456-2208
				Head Start ..... 435-6618	North Ridge Housing ..... 456-3398
				Early Head Start ..... 435-6611	



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 04/02/2021

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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Andrea Nicklin <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> anicklin@crossagency.com														
<b>INSURED</b> Community Action Program Belknap-Merrimack Counties Inc. P. O. Box 1016  Concord NH 03302	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Tokio Marine Holdings, Inc.</td> <td></td> </tr> <tr> <td>INSURER B: Granite State Health Care and Human Services Self-</td> <td></td> </tr> <tr> <td>INSURER C: Federal Ins Co</td> <td>20281</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Tokio Marine Holdings, Inc.		INSURER B: Granite State Health Care and Human Services Self-		INSURER C: Federal Ins Co	20281	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 20-21 All, 21-22 D&amp;O/WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2187440	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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			PHPK2187429	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB740340	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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/A	HCHS20210000395 (3a.) NH	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability			82471794	04/01/2021	04/01/2022	Limit \$1,000,000 Deductible \$5,000

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

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire; Department of Health & Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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2 Industrial Park Drive  
 P.O. Box 1016  
 Concord, NH  
 03302-1016

**COMMUNITY ACTION PROGRAM  
 BELKNAP-MERRIMACK COUNTIES, INC.**

**STATEMENT OF PURPOSE**

The purpose the corporation includes providing assistance for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to become fully self-sufficient through planning and coordinating the use of a broad range of federal, state, local, and other assistance (including private resources) related to the elimination of poverty; the organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty and may help the families and individuals to achieve self-sufficiency; the maximum participation of residents of the low-income communities and members of the groups served to empower such residents and members to respond to the unique problems and needs within their communities; and to secure a more active role in the provision of services for private, religious, charitable, and neighborhood-based organizations, individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities and services for the poor.

(Approved by Agency Board of Directors on 02/24/05  
 as part of the Agency Bylaws.)

**CAPBMCI Statement of Purpose**

ALTON	CONCORD	EPSOM	LACONIA	NEWBURY	SUNCOOK
Senior Center .....875-7102	Area Center .....225-6880	Meadow Brook Housing .....736-8250	Area Center .....524-5512	Newbury Commons	Area Center .....485-7824
Prospect View Housing .....875-3111	Head Start .....224-6492		Head Start .....528-5334	Housing .....763-0360	Senior Center .....485-4254
	Early Head Start .....224-6492		Early Head Start .....528-5334		
<b>BELMONT</b>	Concord Area	Area Center .....934-3444	Senior Center .....524-7689	<b>PEMBROKE</b>	<b>TILTON</b>
Heritage Terr. Housing .....267-8801	Meals on Wheels .....225-9092	Head Start .....934-2161	Family Planning .....524-5453	Village of Pembroke Farms	Senior Center .....527-8291
	Concord Area Transit .....225-1989	Early Head Start .....934-2161	Workplace Success .....524-4367	Housing .....485-1842	
<b>BRADFORD</b>	Horseshoe Pond Place .....228-6956	Senior Center .....934-4151			<b>WARNER</b>
Senior Center .....938-2104	WIC/CSFP .....225-2050	Riverside Housing .....934-5340	<b>MEREDITH</b>	<b>PITTSFIELD</b>	Area Center .....456-2207
	Workplace Success .....223-2305		Area Center .....279-4096	Senior Center .....435-8482	Head Start .....456-2208
				Head Start .....435-6618	North Ridge Housing .....456-3398
				Early Head Start .....435-6611	

*Financial Statements*

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**COMMUNITY ACTION PROGRAM  
BELKNAP - MERRIMACK COUNTIES, INC.**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 29, 2020 AND  
FEBRUARY 28, 2019  
AND  
INDEPENDENT AUDITORS' REPORTS**

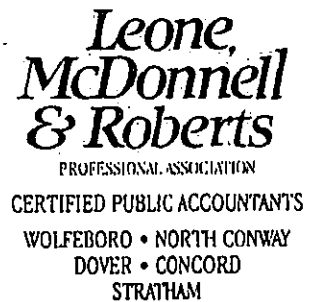
**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

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To the Board of Directors  
Community Action Program Belknap-Merrimack Counties, Inc.  
Concord, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 29, 2020 and February 28, 2019, and the related statements of activities, functional expenses and cash flows, and notes to the financial statements for the years then ended.

### **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.

### **Auditors' 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 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 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 auditors' 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 Community Action Program Belknap-Merrimack Counties, Inc. as of February 29, 2020 and February 28, 2019, and the changes in their net assets and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

### Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 5, 2021, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
January 5, 2021

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****STATEMENTS OF FINANCIAL POSITION  
FEBRUARY 29, 2020 AND FEBRUARY 28, 2019**

	<u>2020</u>	<u>2019</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 549,026	\$ 1,411,762
Accounts receivable	2,556,855	2,321,041
Inventory	22,916	22,800
Prepaid expenses	44,159	52,632
Investments	<u>110,078</u>	<u>102,522</u>
Total current assets	<u>3,283,034</u>	<u>3,910,757</u>
<b>PROPERTY</b>		
Land, buildings and improvements	5,544,770	4,749,673
Equipment, furniture and vehicles	<u>5,652,539</u>	<u>5,979,320</u>
Total property	11,197,309	10,728,993
Less accumulated depreciation	<u>6,695,428</u>	<u>6,330,580</u>
Property, net	<u>4,501,881</u>	<u>4,398,413</u>
<b>OTHER ASSETS</b>		
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>139,441</u>	<u>139,441</u>
<b>TOTAL ASSETS</b>	<u>\$ 7,924,356</u>	<u>\$ 8,448,611</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of notes payable	\$ 201,245	\$ 183,269
Line of credit	550,000	-
Accounts payable	1,160,635	1,069,165
Accrued expenses	757,999	1,066,748
Refundable advances	<u>1,084,516</u>	<u>998,332</u>
Total current liabilities	3,754,395	3,317,514
<b>LONG TERM LIABILITIES</b>		
Notes payable, less current portion shown above	<u>814,253</u>	<u>781,385</u>
Total liabilities	<u>4,568,648</u>	<u>4,098,899</u>
<b>NET ASSETS</b>		
Without donor restrictions	2,992,894	3,842,297
With donor restrictions	<u>362,814</u>	<u>507,415</u>
Total net assets	<u>3,355,708</u>	<u>4,349,712</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 7,924,356</u>	<u>\$ 8,448,611</u>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 29, 2020**

	<b><u>Without Donor Restrictions</u></b>	<b><u>With Donor Restrictions</u></b>	<b><u>2020 Total</u></b>
<b>REVENUES AND OTHER SUPPORT</b>			
Grant awards	\$ 18,276,247	\$ -	\$ 18,276,247
Other funds	2,437,366	2,986,021	5,423,387
In-kind	920,759	-	920,759
United Way	11,938	-	11,938
	<u>21,646,310</u>	<u>2,986,021</u>	<u>24,632,331</u>
Total revenues and other support			
	21,646,310	2,986,021	24,632,331
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>			
	<u>3,130,622</u>	<u>(3,130,622)</u>	<u>-</u>
Total	<u>24,776,932</u>	<u>(144,601)</u>	<u>24,632,331</u>
<b>EXPENSES</b>			
Salaries and wages	9,213,867	-	9,213,867
Payroll taxes and benefits	2,508,455	-	2,508,455
Travel	322,894	-	322,894
Occupancy	1,393,046	-	1,393,046
Program services	9,231,697	-	9,231,697
Other costs	1,634,451	-	1,634,451
Depreciation	401,166	-	401,166
In-kind	920,759	-	920,759
	<u>25,626,335</u>	<u>-</u>	<u>25,626,335</u>
Total expenses			
	25,626,335	-	25,626,335
<b>CHANGE IN NET ASSETS</b>	<u>(849,403)</u>	<u>(144,601)</u>	<u>(994,004)</u>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>3,842,297</u>	<u>507,415</u>	<u>4,349,712</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 2,992,894</u>	<u>\$ 362,814</u>	<u>\$ 3,355,708</u>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED FEBRUARY 28, 2019**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>			
Grant awards	\$ 19,205,554	\$ -	\$ 19,205,554
Other funds	4,706,408	169,246	4,875,654
In-kind	829,464	-	829,464
United Way	18,227	-	18,227
	<hr/>	<hr/>	<hr/>
Total revenues and other support	24,759,653	169,246	24,928,899
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<hr/>	<hr/>	<hr/>
	364,684	(364,684)	-
	<hr/>	<hr/>	<hr/>
Total	25,124,337	(195,438)	24,928,899
<b>EXPENSES</b>			
Salaries and wages	8,905,642	-	8,905,642
Payroll taxes and benefits	2,428,774	-	2,428,774
Travel	324,491	-	324,491
Occupancy	1,310,477	-	1,310,477
Program services	8,941,429	-	8,941,429
Other costs	1,707,999	-	1,707,999
Depreciation	330,491	-	330,491
In-kind	829,924	-	829,924
	<hr/>	<hr/>	<hr/>
Total expenses	24,779,227	-	24,779,227
<b>CHANGE IN NET ASSETS</b>	<hr/>	<hr/>	<hr/>
	345,110	(195,438)	149,672
<b>NET ASSETS, BEGINNING OF YEAR</b>	<hr/>	<hr/>	<hr/>
	3,497,187	702,853	4,200,040
<b>NET ASSETS, END OF YEAR</b>	<hr/>	<hr/>	<hr/>
	\$ 3,842,297	\$ 507,415	\$ 4,349,712

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED FEBRUARY 29, 2020 AND FEBRUARY 28, 2019**

	<u>2020</u>	<u>2019</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (994,004)	\$ 149,672
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:		
Depreciation	401,166	330,491
Decrease (increase) in current assets:		
Accounts receivable	(235,814)	672,364
Inventory	(116)	3,767
Prepaid expenses	8,473	35,655
Decrease (increase) in current liabilities:		
Accounts payable	91,470	(374,532)
Accrued expenses	(308,749)	10,072
Refundable advances	86,184	(189,001)
<b>NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES</b>	<u>(951,390)</u>	<u>638,488</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Additions to property	(268,634)	(803,770)
Investment in partnership	(7,556)	(3,769)
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(276,190)</u>	<u>(807,539)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net borrowings on line of credit	550,000	-
Repayment of long term debt	(185,156)	(170,872)
<b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>	<u>364,844</u>	<u>(170,872)</u>
<b>NET DECREASE IN CASH</b>	<u>(862,736)</u>	<u>(339,923)</u>
<b>CASH BALANCE, BEGINNING OF YEAR</b>	<u>1,411,762</u>	<u>1,751,685</u>
<b>CASH BALANCE, END OF YEAR</b>	<u>\$ 549,026</u>	<u>\$ 1,411,762</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for interest	<u>\$ 73,255</u>	<u>\$ 63,133</u>
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:</b>		
Property purchased with new debt	<u>\$ 236,000</u>	<u>\$ -</u>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED FEBRUARY 29, 2020**

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,797,236	\$ 416,631	\$ 9,213,867
Payroll taxes and benefits	2,468,991	39,464	2,508,455
Travel	322,870	24	322,894
Occupancy	1,225,265	167,781	1,393,046
Program Services	9,231,697	-	9,231,697
Other costs:			
Accounting fees	475	60,771	61,246
Legal fees	-	9,261	9,261
Supplies	214,778	31,442	246,220
Postage and shipping	19,055	34,399	53,454
Equipment rental and maintenance	3,627	275	3,902
Printing and publications	27,109	6,562	33,671
Conferences, conventions and meetings	27,248	4,662	31,910
Interest	57,543	15,712	73,255
Insurance	133,619	5,949	139,568
Membership fees	12,862	7,586	20,448
Utility and maintenance	170,336	48,114	218,450
Computer services	51,908	-	51,908
Other	663,656	27,502	691,158
Depreciation	401,166	-	401,166
In-kind	920,759	-	920,759
 Total functional expenses	 <u>\$ 24,750,200</u>	 <u>\$ 876,135</u>	 <u>\$ 25,626,335</u>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED FEBRUARY 28, 2019**

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,682,073	\$ 223,569	\$ 8,905,642
Payroll taxes and benefits	2,320,432	108,342	2,428,774
Travel	323,333	1,158	324,491
Occupancy	1,293,439	17,038	1,310,477
Program Services	8,941,429	-	8,941,429
Other costs:			
Accounting fees	-	57,892	57,892
Legal fees	19,554	3,520	23,074
Supplies	284,548	-	284,548
Postage and shipping	53,134	-	53,134
Equipment rental and maintenance	2,208	-	2,208
Printing and publications	45,786	3,732	49,518
Conferences, conventions and meetings	22,840	27,848	50,688
Interest	46,478	16,655	63,133
Insurance	143,136	6,760	149,896
Membership fees	9,891	9,093	18,984
Utility and maintenance	214,214	-	214,214
Computer services	37,562	1,304	38,866
Other	701,232	612	701,844
Depreciation	330,491	-	330,491
In-kind	829,924	-	829,924
Total functional expenses	<u>\$ 24,301,704</u>	<u>\$ 477,523</u>	<u>\$ 24,779,227</u>

See Notes to Financial Statements



**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 29, 2020 AND FEBRUARY 28, 2019**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Organization**

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

**Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United State of America.

**New Accounting Pronouncement**

During the year, the Organization adopted the provisions of FASB ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction and would follow the guidance under ASU 2014-09 (FASB ASC Topic 606). If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the years ending February 29, 2020 and February 28, 2019 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

**Financial Statement Presentation**

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

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

**Net assets with donor restrictions** include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by 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 restrictions expire, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. The Organization had net assets with donor restrictions of \$362,814 and \$507,415 at February 29, 2020 and February 28, 2019, respectively. See **Note 13**.

#### **Income Taxes**

The Organization is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2017.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its information returns for the years (2017 through 2020), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

#### **Property**

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 7 years

### **Use of Estimates**

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

### **Cash and Cash Equivalents**

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

### **Contributed Services**

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

### **In-Kind Donations / Noncash Transactions**

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$920,759 and \$829,924 in donated facilities, services and supplies for the years ended February 29, 2020 and February 28, 2019, respectively, as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$52,181 and \$35,519 for the years ended February 29, 2020 and February 28, 2019, respectively.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$868,578 and \$793,945 for the years ended February 29, 2020 and February 28, 2019, respectively.

### **Advertising**

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 29, 2020 and February 28, 2019 totaled \$46,899 and \$54,461, respectively.

### **Inventory**

Inventory consists of weatherization supplies and work in process and is valued at the lower of cost or net realizable value, using the first-in, first-out method.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been presented in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Expenses are charged to each program based on the direct expenses incurred or estimated usage based on time spent on each program by staff.

<u>Expense</u>	<u>Method of allocation</u>
Wages and benefits	Time and effort
Depreciation	Actual assets used by program
All other expenses	Direct assignment

**2. LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of February 29, 2020 and February 28, 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year end:		
Cash and cash equivalents, undesignated	\$ 549,026	\$ 1,411,762
Accounts receivable	2,556,855	2,321,041
Investments	<u>110,078</u>	<u>102,522</u>
Total financial assets	<u>3,215,959</u>	<u>3,835,325</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	362,814	507,415
Less net assets with time restrictions to be met in less than a year	<u>-</u>	<u>-</u>
Amounts not available within one year	<u>362,814</u>	<u>507,415</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 2,853,145</u>	<u>\$ 3,327,910</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$3,995,000 and \$3,880,000 respectively, at February 29, 2020 and 2019. The Organization has an available line of credit in the amount of \$50,000 and \$200,000, respectively, at February 29, 2020 and February 28, 2019.

**3. ACCOUNTS RECEIVABLE**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. 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. The allowance for uncollectible accounts was estimated to be zero at February 29, 2020 and February 28, 2019. The Organization has no policy for charging interest on overdue accounts.

**4. REFUNDABLE ADVANCES**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$1,084,516 and \$998,332 as of February 29, 2020 and February 28, 2019, respectively.

**5. RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 29, 2020 and February 28, 2019 totaled \$181,057 and \$184,961, respectively.

**6. LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 29, 2020 and February 28, 2019, the annual lease expense for the leased facilities was \$546,861 and \$480,258, respectively.

The approximate future minimum lease payments on the above leases are as follows:

<b><u>Year Ended</u></b> <b><u>February 28</u></b>	<b><u>Amount</u></b>
2021	\$ 456,568
2022	138,021
2023	125,947
2024	105,882
2025	98,362
Thereafter	<u>876,241</u>
Total	<u>\$ 1,801,021</u>

**7. ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$341,532 and \$377,163 at February 29, 2020 and 2019, respectively.

**8. BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (6.00% and 5.50% at February 29, 2020 and February 28, 2019, respectively) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was a balance of \$200,000 outstanding at February 29, 2020. There was no outstanding balance on the line at February 28, 2019.

During the year ended February 29, 2020 the Organization entered into an additional revolving line of credit agreement (the line) in the amount of \$400,000, with a bank that is due on demand. The line calls for monthly variable interest payments based on the LIBOR rate (4.02% at February 29, 2020). The line is secured by all the Organization's assets. There was a balance of \$350,000 outstanding at February 29, 2020.

**9. LONG TERM DEBT**

Long term debt consisted of the following as of February 29, 2020 and February 28, 2019:

	<u>2020</u>	<u>2019</u>
5.50% note payable to a financial institution in monthly installments of \$1,634 through July 2039. The note is secured by property of the Organization.	\$ 232,259	\$ -
5.75% note payable to a financial institution in monthly installments for principal and interest of \$13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.	520,492	649,372
3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.	57,848	64,943
7.00% note payable to a bank in monthly installments for principal and interest of \$4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.	<u>204,899</u>	<u>250,339</u>
Total	1,015,498	964,654
Less amounts due within one year	<u>201,245</u>	<u>183,269</u>
Long term portion	<u>\$ 814,253</u>	<u>\$ 781,385</u>

The scheduled maturities of long-term debt as of February 29, 2020 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2021	\$ 201,245
2022	213,444
2023	226,567
2024	143,136
2025	16,749
Thereafter	<u>214,357</u>
	<u>\$ 1,015,498</u>

**10. PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 29, 2020 and February 28, 2019:

	<u>2020</u>	<u>2019</u>
Land	\$ 168,676	\$ 168,676
Building and improvements	5,376,094	4,580,996
Equipment and vehicles	<u>5,652,539</u>	<u>5,979,321</u>
	11,197,309	10,728,993
Less accumulated depreciation	<u>6,695,428</u>	<u>6,330,580</u>
Property and equipment, net	<u>\$ 4,501,881</u>	<u>\$ 4,398,413</u>

Depreciation expense for the years ended February 29, 2020 and February 28, 2019 was \$401,166 and \$330,491, respectively.

**11. CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 29, 2020.

**12. CONCENTRATION OF RISK**

For the years ended February 29, 2020 and February 28, 2019, approximately \$12,100,000 (51%) and \$12,000,000 (48%), respectively, of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

**13. NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are available for the following specific program services as of February 29, 2020 and February 28, 2019:

	<u>2020</u>	<u>2019</u>
NH Food Pantry Coalition	\$ 663	\$ 663
Senior Center	141,114	137,743
Elder Services	2,867	200,912
Mary Gale	24,082	-
NH Rotary Food Challenge	5,068	5,068
Summer Feeding	18,840	-
Common Pantry	4,764	5,534
Caring Fund	9,064	11,811
Agency – FAP	4,751	6,342
Agency Head Start	145,747	137,967
Community Crisis	2,550	350
Other Programs	<u>3,304</u>	<u>1,025</u>
Total net assets with donor restrictions	<u>\$ 362,814</u>	<u>\$ 507,415</u>

**14. RELATED PARTY TRANSACTIONS**

The Organization is related to the following corporation as a result of common management:

<u>Related Party</u>	<u>Function</u>
CAPBMC Development Corporation	Real Estate Development

There was \$139,441 due from CAPBMC Development Corporation at both February 29, 2020 and February 28, 2019.

The Organization serves as the management agent for the following organizations:

<u>Related Party</u>	<u>Function</u>
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Sandy Ledge Limited Partnership	Low Income Housing Tax Credit Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property



The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

The total amount due from the related parties (collectively) at February 29, 2020 and February 28, 2019 was \$198,763 and \$185,937, respectively, and is included in accounts receivables.

**15. RECLASSIFICATION**

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

**16. FAIR VALUE OF FINANCIAL INSTRUMENTS**

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$109,078 and \$101,522 at February 29, 2020 and February 28, 2019, respectively.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 29, 2020 and February 28, 2019, the Organization's investments were classified as Level 1 and were based on fair value.

**Fair Value Measurements using Significant Observable Inputs (Level 1)**

	<u>2020</u>	<u>2019</u>
Beginning balance – mutual funds	\$ 101,522	\$ 97,753
Total gains (losses) – mutual funds	<u>7,556</u>	<u>3,769</u>
Ending balance – mutual funds	<u>\$ 109,078</u>	<u>\$ 101,522</u>

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

The Organization also has \$1,000 invested in a Partnership, The Lakes Region Partnership for Public Health, at February 29, 2020 and February 28, 2019.

**17. FISCAL AGENT**

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

**18. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 5, 2021, the date the financial statements were available to be issued.

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic.

In April 2020, the Organization received loan proceeds in the amount of \$1,935,300 under the Paycheck Protection Program ("PPP"). The PPP, is established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act").

If the Organization does not meet the loan criteria, the unforgiven portion of the PPP loan is payable over five years at an interest rate of 1%, with a deferral of payments for the first six months. The Organization intends to use the proceeds for purposes consistent with the PPP. Through the date of this report, the final determination of forgiveness has not occurred.

**SUPPLEMENTAL INFORMATION**

**(See Independent Auditors' Report)**

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 29, 2020**

<b><u>FEDERAL GRANTOR/ PROGRAM TITLE</u></b>	<b><u>CFDA NUMBER</u></b>	<b><u>PASS THROUGH NAME</u></b>
<b><u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u></b>		
Head Start	93.600	
Head Start	93.600	State of New Hampshire
Low Income Home Energy Assistance Program	93.568	State of New Hampshire
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire
Low Income Home Energy Assistance Program-HRRP	93.568	State of New Hampshire
Community Services Block Grant	93.569	State of New Hampshire
Social Services Block Grant-Home Delivered & Congregate Meals	93.667	State of New Hampshire
Social Services Block Grant-Service Link	93.667	State of New Hampshire
<b>TANF CLUSTER</b>		
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services
<b>AGING CLUSTER</b>		
Title III, Part B-Senior Transportation	93.044	State of New Hampshire
Title III, Part C-Congregate Meals	93.045	State of New Hampshire
Title III, Part C-Home Delivered Meals	93.045	State of New Hampshire
NSIP	93.053	State of New Hampshire
<b>CHILD CARE AND DEVELOPMENT FUND CLUSTER</b>		
Child Care & Development Block Grant	93.575	State of New Hampshire
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire
<b>MEDICAID CLUSTER</b>		
Medical Assistance Program	93.778	State of New Hampshire
Medical Assistance Program - Veterans	93.778	Gateways Community Services
Family Planning - Services	93.217	State of New Hampshire
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health	93.354	State of New Hampshire
<b>MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER</b>		
ACA - Maternal, Infant, & Early Childhood Home Visiting Program	93.505	State of New Hampshire
ACA - Aging & Disability Resource Center	93.517	State of New Hampshire
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire
CMS Research Demonstrations & Evaluations	93.779	State of New Hampshire

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**FEDERAL GRANTOR/  
PROGRAM TITLE**

**CFDA  
NUMBER**

**PASS THROUGH NAME**

**FOOD DISTRIBUTION CLUSTER**

Commodity Supplemental Food Program  
Emergency Food Assistance Program-Administration  
Emergency Food Assistance Program

10.565  
10.568  
10.569

State of New Hampshire  
State of New Hampshire  
State of New Hampshire

Trade Mitigation

10.178

State of New Hampshire

Rural Housing Preservation Grant

10.433

**CORPORATION FOR NATIONAL & COMMUNITY SERVICES**

**FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER**  
Senior Companion Program

94.016

**US DEPARTMENT OF TRANSPORTATION**

Formula Grants for Rural Areas-Concord Transit

20.509

State of New Hampshire-Department of Transportation

**TRANSIT SERVICES PROGRAMS CLUSTER**

Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT  
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation  
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers

20.513  
20.513  
20.513

State of New Hampshire-Department of Transportation  
State of New Hampshire-Department of Transportation  
Merrimack County

**US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Supportive Housing Program  
Supportive Housing Program-Outreach

14.235  
14.235

State of New Hampshire  
State of New Hampshire

Emergency Solutions Grant  
Continuum of Care Program

14.231  
14.267

State of New Hampshire  
State of New Hampshire

**US DEPARTMENT OF ENERGY**

Weatherization Assistance for Low Income Persons

81.042

State of New Hampshire

**US DEPARTMENT OF LABOR**

Senior Community Service Employment Program

17.235

State of New Hampshire

**WIAWIOA CLUSTER**

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 29, 2020**

**NOTE 1      BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 29, 2020. 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 Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE 2      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

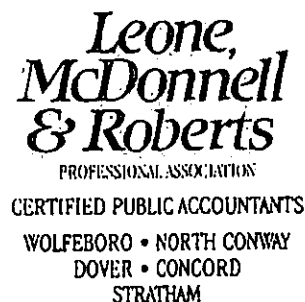
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

**NOTE 3      INDIRECT COST RATE**

Community Action Program Belknap-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

**NOTE 4      FOOD COMMODITIES AND VEHICLES**

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.



**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**INDEPENDENT AUDITORS' 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**

To the Board of Directors  
Community Action Program Belknap-Merrimack Counties, Inc.  
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 29, 2020, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 5, 2021.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Community Action Program Belknap-Merrimack Counties, Inc.'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 financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'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 the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.



Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2020-001 that we consider to be a material weakness.

**Compliance and Other Matters**

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

**Purpose of this Report**

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

*Leone McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
January 5, 2021

**Leone,  
McDonnell  
& Roberts**

PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

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**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH  
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE  
REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors  
Community Action Program Belknap-Merrimack Counties, Inc.  
Concord, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 29, 2020. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' 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.

**Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of Community Action Program Belknap-Merrimack Counties, Inc.'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 auditing standards generally accepted in the United States of America; 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 Community Action Program Belknap-Merrimack Counties, Inc.'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 Community Action Program Belknap-Merrimack Counties, Inc.'s compliance.

**Opinion on Each Major Federal Program**

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 29, 2020.

**Report on Internal Control Over Compliance**

Management of Community Action Program Belknap-Merrimack Counties, Inc. 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 Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing 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 Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance.

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

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

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

*Leone McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
January 5, 2021

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE YEAR ENDED FEBRUARY 29, 2020**

**SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. One material weakness relating to the audit of the financial statements is reported in the *Independent Auditors' 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*.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:  
U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program 93.568, Head Start 93.600, Community Services Block Grant 93.569, U.S. Department of Agriculture, Food Distribution Cluster, 10.565, 10.568, 10.569, Trade Mitigation 10.178, NON-FEDERAL Public Utilities Companies, Electrical Assistance Program.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to not be a low-risk auditee.

## **FINDINGS - FINANCIAL STATEMENTS AUDIT**

### **MATERIAL WEAKNESS**

2020-001

*Condition:* The financial statements presented to the auditor at the beginning of fieldwork understated revenue and expenses by a material amount. This was primarily the result of improper cut off due to revenue and expenses related to the fiscal year under audit being recorded to the subsequent period.

*Criteria:* The Organization's internal control procedures should be structured so that accounts are reconciled and reviewed on a timely basis and a review is completed prior to closing the financial records for the year.

*Cause:* The Organization's Director of Finance did not regard the proper cut off of the direct fuel assistance payments and reimbursement revenue to be important. Both the accounting staff and the staff within the fuel assistance department appears to maintain good controls and good records, however, the Director of Finance did not understand the importance of using the information available to post an entry to ensure correct cut off of revenue and expenses.

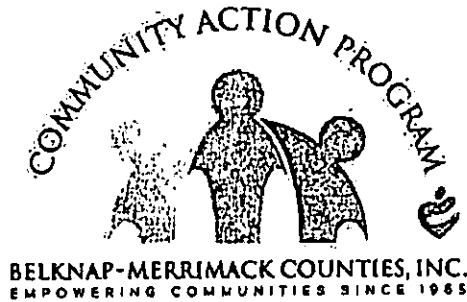
*Effect:* A significant adjusting journal entry was proposed by the auditor to ensure accurate revenue and expense cut off for the period under audit.

*Recommendations:* The auditors recommend that the financial closing process include a review of all significant balance sheet and profit and loss accounts.

## **FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT**

None

Phone (603) 225-3295  
 (800) 856-5525  
 Fax (603) 228-1898  
 Web www.bm-cap.org



2 Industrial Park Drive  
 P.O. Box 1016  
 Concord, NH  
 03302-1016

## CORRECTIVE ACTION PLAN

Finding: 2020-001

**Plan:** Accounts will be reconciled and reviewed on a timely basis and completed prior to the annual close of the financial records.

The Staff Accountant or other accounting staff member reconciles all monthly bank statements which are then approved by the Fiscal Officer. The Staff Accountant prepares an adjusting entry for interest, service charges and other adjustments which are also approved by the Fiscal Officer.

The Staff Accountant or other accounting staff member reconciles all project balance sheet accounts monthly which are then approved by Fiscal Officer. The Staff Accountant or other accounting staff member print necessary schedules to reconcile the accounts & check balance totals. Any reconciling items are brought to the attention of the Fiscal Officer who corrects them at the Bank or approves the adjusting journal entry.

The Organization will ensure the policies are followed as written.

### Contact:

Rossana Goding, Fiscal Officer  
 2 Industrial Park Drive Concord NH 03303 (603)  
 225-3295 x 1131

Jeanne Agri, Chief Executive Officer  
 2 Industrial Park Drive Concord, NH 03303 (603)  
 225-3295 x 1113

Anticipated completion date: February 28, 2021

ALTON	CONCORD	EPSOM	LACONIA	NEWBURY	SUNCOOK
Senior Center ..... 875-7102	Area Center ..... 225-4880	Meadow Brook Housing ..... 734-8250	Area Center ..... 524-5512	Hawbury Commons	Area Center ..... 485-7824
Prospect View Housing ..... 875-3111	Head Start ..... 224-4492		Head Start ..... 528-5334	Housing ..... 743-0360	Senior Center ..... 485-4254
BELMONT	Early Head Start ..... 224-4492	FRANKLIN	Early Head Start ..... 528-5334	PEMBROKE	TILTON
Heritage Terr. Housing ..... 267-8801	Concord Area	Head Start ..... 934-2141	Senior Center ..... 524-7487	Village of Pembroke Farms	Senior Center ..... 527-8291
BRADFORD	Head on Wheels ..... 225-9092	Early Head Start ..... 934-2141	Family Planning ..... 524-5453	Housing ..... 485-1842	WARNER
Senior Center ..... 938-2104	Concord Area Transit ..... 225-1989	Senior Center ..... 934-4151	Workplace Success ..... 524-4267		Area Center ..... 454-2207
	Horseshoe Pond Place ..... 228-4954	Shenandoah Housing ..... 934-5340			Head Start ..... 454-2208
	WIC/CSFP ..... 225-2050				North Ridge Housing ..... 454-3398
	Workplace Success ..... 223-3305				
			MEREDITH	PITTSFIELD	
			Area Center ..... 277-4096	Senior Center ..... 435-8482	
				Head Start ..... 435-6618	
				Early Head Start ..... 435-4411	

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED FEBRUARY 29, 2020**

**MATERIAL WEAKNESS**

2019-001

*Condition:* The financial statements presented to the auditor at the beginning of fieldwork understated net income by a material amount. This was primarily the result of improper cut off due to revenue related to the fiscal year under audit being recorded to the subsequent period.

*Recommendations:* The auditors recommend that the Organization implement procedures so that balance sheet accounts are reconciled and reviewed by management on a monthly basis. Further, the auditors recommend that the financial closing process be simplified and include a review of all significant balance sheet and profit and loss accounts.

*Current Status:* The balance sheet accounts did show evidence of monthly reconciliations. However, the financial closing process was not complete and the required entry to adjust fuel assistance revenue and expense was not made. See 2020-001.



**COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.**

Effective April 2021

**BOARD OF DIRECTORS**

Dennis Martino, <i>President</i>	Kathy Goode
	Sara A. Lewko
Robert (Bob) Krieger, <i>Vice President</i>	
	Chris Pyles, Esq.
Safiya Wazir, <i>Treasurer</i>	
	David Siff, Esq.
A. Bruce Carri, <i>Secretary/Clerk</i>	
	Ben Wilson, AAMS® Financial Advisor
Heather Brown	
	David Croft, Sheriff
Theresa M. Cromwell	

Current fiscal year (3/1/21 – 2/28/22) board meetings – 3/11/21, 5/13/21, 9/9/21, 11/18/21, 1/13/22



## RESUME

Jean E. Boynton

### WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Inc., Concord, NH  
Family Planning Program 1975 to Present  
Site Manager  
Counselor & Tester High Risk HCV/HIV Project  
Sites Coordinator  
Outreach -Worker

Stevens High School, Claremont, NH  
High School Teacher in Home Economics Department 1972-1975

### EDUCATION

Bachelor of Education Degree from Keene State College 1972  
Diploma from Sunapee High School 1968

#### Family Planning & Related Training:

Adolescent Confidentiality  
Adolescent Sexuality  
Advanced Counseling Skills Basic  
Counseling Skills  
Better Charting for Better Patient  
Care: I and II  
Breast Self Exam -- Teaching the  
Teacher  
Clinic Management -- Patient and  
Time  
HCV Basic 1 & 2

Family Planning in a Climate of Controversy  
Family Planning Management -- Personnel  
Implementing Successful Family Life Education  
Nutrition and Family Planning Reaching Teens  
Effectively Reproductive Health Updates Sex  
and the Handicapped  
Sexuality and Substance Abuse  
HIV Counseling & Sex Partner Referral Course,  
CDC, US Dept. of Health & Human Services

### COMMUNITY AND PROFESSIONAL INVOLVEMENTS

Zero to Nineteen Team Member, Franklin, NH.

Network Member, Franklin, NH

Boy Scouts of America

Member, Daniel Webster Council Boy Scout Leader Training Committee

Chairperson, Wannalancit District Boy Scout Leader Training Committee

Advancement Chairperson, Troop 55, Meredith, NH

Tiger Cub Coach, Pack 55, Meredith, NH

Grange

Member, State Grange Youth Committee

Master, Pemigewasset Valley Pomona Grange Women's

Activity Chairperson, Squam Lake Grange

United Methodist Church

Lay member New England Conference

Chairperson, Pastor/Parish Relations Committee, Weirs UMC, Weirs Beach, NH

President, Vice President and Spiritual Growth Coordinator, Northern NH District

United Methodist Women.

**Katrina Adele Wayman, APRN, CNM, RN, MSN, BS**

**PROFESSIONAL SUMMARY**

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Advanced Practice Provider (APRN-CNM) in the field of Women's Health. Comprehensive experience in outpatient gynecology and non-surgical obstetrics. Established care provider in New Hampshire since 2008 with consistently optimal patient satisfaction reports.

**EDUCATION**

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**Yale University**, New Haven, CT; Masters of Science in Nursing (MSN) Nurse-Midwifery, May 2008  
Graduate Entry Program in Nursing (GEPN), January 2007; Graduate with Honors. Master's thesis clinical research project: *Do exercise patterns of inner-city women vary in early pregnancy based on baseline BMI?*

**Bates College**, Lewiston, ME; B.S. Biology, Secondary Concentration in Music, May 2005  
Honors: Dean's List, Charles Irwin Travelli Scholarship Recipient all four years. Biology Thesis in molecular biology and toxicology: *Western Blot Analysis of the  $\beta_1$ -Adrenergic Receptor in Embryonic Chicks Exposed to 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD)*

**LICENSURE AND PROFESSIONAL ORGANIZATIONS**

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**Certified Nurse Midwife (CNM)**, Certified June, 26 2008 - current

**Advanced Practice Nurse (APRN)** State of NH License # 057811-23, July 2009 - current

**Registered Nurse (RN)** State of NH License # 057811-21, June 2007 - current

**American College of Nurse Midwives (ACNM)**, Member, 2007 - current

**PROFESSIONAL EXPERIENCE**

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**Community Action Program, Belknap and Merrimack Counties, Family Planning Program**,  
Laconia NH – Certified Nurse Midwife

Provision of Reproductive Health Services in a Title X Family Planning Program. Care provided in an outpatient clinic setting as part of a community service center. Services rendered include counseling and management of all non-surgical contraceptive options; office based IUD and Nexplanon insertion/removal procedures and Reproductive Life Plan counseling. Evaluation and management of minor gynecology problems including vaginitis and menstrual cycle dysfunction. Preventative services provided including annual well woman exams; screening, testing and treatment for Sexually Transmitted Infections, cervical screening, breast screening, mental health and drug abuse screening as well as other women's health screenings supported by the National Clinical Training Center for Family Planning (NCTCFP). August 2018 – Present.

**Women's Health Associates of Derry**, Derry NH – Certified Nurse-Midwife

Provision of care for women across the life span including adolescent gynecology, well woman annual exams, contraception counseling and menopause management. Office based problem visits including recurrent vaginitis, AUB, PCOS, and vulvar dermatoses. Skilled in office procedures such as IUD insertion, Nexplanon insertion, endometrial biopsy, vulvar biopsy and wet mounts. Complete preconception and prenatal care for low risk women. Nurse-Midwifery care including management and support of normal labor and birth. Management of minor antepartum, intrapartum and postpartum complications. Co-management with physician colleagues of moderately complicated antepartum, intrapartum and postpartum cases. Full prescriptive authority. August 2008 – February 2018.

**Clinical Preceptor**, Derry NH – Certified Nurse-Midwife/Women's Health Nurse Practitioner

Gynecology rotation clinical preceptor for Family Nurse Practitioner candidates from various nursing graduate education programs. MCPHS awarded Clinical Adjunct Faculty status in 2017. October 2016 – February 2018.

**Parkland Medical Center, Derry, NH – Family Birthing Center Nurse, per-diem position**

Direct patient care in community hospital environment. Responsibilities in labor and birth, well baby nursery, lactation and postpartum positions. Experience in labor support, maternal and fetal assessment, nursing diagnoses, planning and implementation of care plan during antepartum, intrapartum and postpartum periods. Attended deliveries in the RN role and assisted physician care while providing appropriate surveillance and an environment that supports a safe and family centered labor, birth and newborn experience for patients. July 2007 – June 2008.

**Yale New Haven Hospital, New Haven, CT – Student Nurse-Midwife**

Responsible for patient triage, including patient histories, review of systems, and physical exam of pregnant and laboring women. Provided Obstetrical care such as labor support, delivery management, and immediate care of the newborn. Conducted in-hospital postpartum visits involving physical exams, breastfeeding support, self- and newborn-care education. Skill development in lab specimen collection, IV therapy, amniotomy, vaginal exams, fetal and maternal monitoring, medication prescription and administration, episiotomy, laceration repair, and neonatal assessment/assignment of APGAR scores. January 2007 – May 2008.

**SUSAN M. WNUK**

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**EXPERIENCE**

- |                        |  |
|------------------------|--|
| <b>1992 to Present</b> | <b>COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.</b><br>Director, Community Health and Nutrition Services <ul style="list-style-type: none"> <li>■ Responsible for overall management of the WIC, Breastfeeding Peer Counseling Program, Title X Family Planning, Teen Clinic, HIV and Hepatitis C testing in correctional facilities and serves as the Statewide Administrator for Senior Farmers Market Nutrition Program and Commodity Supplemental Food Program,</li> <li>■ Oversee planning, development, implementation and coordination of all program services and personnel for multiple programs and clinic locations</li> <li>■ Fiscal management including budget preparation, monitoring, fundraising, and reports</li> <li>■ Responsible for hiring, personnel management</li> <li>■ Oversee special grant projects including Oral Health initiatives and statewide coordination of WIC Lead Screening.</li> <li>■ Development and implementation of policies and procedures</li> <li>■ Oversee quality improvements plans for all program services</li> <li>■ Responsible for grant management and report preparation</li> <li>■ Represents agency on local Boards of Directors, Coalitions, and Partnership</li> </ul> |
| <b>1991-1992</b>       | Director, Family Planning, Prenatal, STD Clinics and HIV Counseling and Testing Services <ul style="list-style-type: none"> <li>■ Initiated development and implementation of comprehensive Prenatal program clinical services in Belknap County for low-income women</li> <li>■ Integrated all program services to provide access to comprehensive care</li> </ul>  |
| <b>1989-1992</b>       | Director, Family Planning, STD Clinics and HIV counseling and Testing Services <ul style="list-style-type: none"> <li>■ Coordinated development of STD Clinic Services in three County area including obtaining initial grant funding</li> <li>■ Fiscal, personnel, program management of all services</li> </ul>  |
| <b>1987-1989</b>       | Director, Family Planning and HIV Counseling and Testing Services <ul style="list-style-type: none"> <li>■ Obtained grant funding to initiate development of HIV Counseling and Testing Services</li> <li>■ Integrated services into Family Planning Clinic</li> </ul>   |
| <b>1986-1987</b>       | Family Planning Program Director <ul style="list-style-type: none"> <li>■ Responsible for the overall fiscal, programmatic and personnel management of a Title X funded Family planning program in a three County area.</li> <li>■ Initiated program development activities and expansion of services</li> </ul>   |
| <b>1980-1985</b>       | <b>CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE</b><br>Social Worker – Social Services Department <ul style="list-style-type: none"> <li>■ Evaluation of emotional, social and economic stresses of illness.</li> <li>■ Developed patient care plans including financial assessment, discharge planning needs, home supports, and transfer for patients in maternity/newborn nursery, ICU, nephrology/dialysis, and urology units.</li> <li>■ Liaison between medical staff, patient, families and community agencies.</li> <li>■ Coordinated adoptions with public and private organizations.</li> <li>■ Provided assessments for guardianships hearings.</li> <li>■ Initiated protective service referrals for infants, children and seniors.</li> <li>■ Coordinated transfers to skilled, intermediate level nursing homes, group homes, and facilities providing traumatic head injury and spinal cord care.</li> </ul>   |

**EDUCATION**

1977 Massachusetts College of Liberal Arts  
 North Adams, MA  
 Bachelor of Arts Degree Majors: History and Sociology

**PROFESSIONAL ASSOCIATIONS****Board of Directors and Committees**

- National WIC Association  
 Board of Directors 2013- present
  - Chair - Local Agency Section representing 7 USDA defined Regions - 2016-17
  - Northeast Region Local Agency Representative - 2013- present
  - NH Representative to Local Agency Section - 2010-present
  - NWA/USDA Food and Nutrition Services - Verification of Certification Task Force – Local Agency Representative - 2015-16
  - NWA Chair of Recruitment and Retention of RD's in WIC Task Force – 32018 to present
- National Commodity Supplemental Food Program Association  
 President Board of Directors 2011  
 Vice President Board of Directors 2010
  - *Marketing Committee- Chair 2012-2014*
  - *Board of Directors Local Agency Representative 1999-2000*
- New Hampshire WIC Directors Association - 1992-Present  
*Chairperson 2010-present*  
*Secretary 2000-2008*
- NH Hunger Solutions Coalition 2011-present  
*NH Roadmap to End Childhood Hunger*
- Health First Family Care Center - Board of Directors - January 2009-present
- Partnership for Public Health - Board of Directors - 2005-2015
- Winnepesaukee Public Health Council – Executive Committee - 2014 to present Co-Chair 2020 - present
- Capital Area Public Health Network – Public Health Advisory Council Executive Committee 2014-present
- Upper Valley Hunger Council – 2015 to present.
- Public Health Council of the Upper Valley – 2014 to present
  - *HEAL and Oral Health Committees – 2016 to present*
- Central New Hampshire Health Care Partnership - Founding member 2008-present
- HEAL - Statewide Practice Committee - 2009-2012  
 Lakes Region HEAL - 2009-present  
 CCNTR HEAL - 2009-2012
- Bi-State Primary Care Association – *Operations and Government Relations Committee 2004-2019*
- Whole Village Family Resource Center - *Board of Directors 1995-2000*  
*Chair Personnel Committee 1996-2000*
- Capital Area Wellness Coalition – 2010-present  
*Healthy Foods Subcommittee*

**Government Task Forces and Legislative Committees**

- Legislative Task Force on Perinatal Substance Abuse – 1993-2002
- Legislative Study Committee on Premature Births – 1991
- Attorney General's Task Force on Child Abuse and Neglect – 1990-1993
- National Family Planning and Reproductive Health Association – 1986-Present

**COMMUNITY & VOLUNTEER**

- Bow School District Wellness Committee - 2004-present
- Bow POPS (Parents of Performing Arts Students) 2005-2010 – Vice President 2009-2010
- Boys Indoor Soccer Team - Coach – 2008-2010

## Program Staff List

### New Hampshire Department of Health and Human Services COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Community Action Program Belknap Merrimack Counties, Inc.

Program: Family Planning Program

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

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Example:							
Program Coordinator	Sandra Smith	\$21.00	40	\$13,680	\$43,680	31%	
Administrative Salaries							
Human Resources	Maria Morais	\$ 31.08	0.5	\$753	\$75,504	1%	Concord
Staff Accountant	Meliha Omeragic	\$ 23.68	0.5	\$573	\$43,095	1%	Concord
AR/AP Clerk	Oana Visluan	\$ 17.22	0.5	\$417	\$35,100	1%	Concord
Budget Analyst	Steve Gregoire	\$ 26.50	0.5	\$642	\$51,675	1%	Concord
Executive Secretary	Kathy Howard	\$ 24.50	0.5	\$593	\$47,775	1%	Concord
Total Admin. Salaries				\$2,978	\$253,149	1%	
Direct Service Salaries							
Site Manager	Jean Boynton	\$ 17.00	36.0	\$24,500	\$31,824	77%	Laconia
CNM/APRN	Katrina Wayman	\$ 50.00	15.0	\$8,000	\$31,000	26%	Laconia
ARPN	Jessica Lescarbeau	\$ 50.00	15.0	\$8,000	\$31,000	26%	Laconia
APRN	To be hired	\$ 50.00	22.5	\$12,000	\$48,000	25%	Laconia
Director CH&N Services	Susan Wnuk	\$ 34.29	4.0	\$7,132	\$66,866	11%	Concord
Total Direct Salaries				\$59,632	\$208,690	29%	
Total Salaries by Program				\$62,610.00	\$461,838.50	14%	

\*Please list which site(s) each staff member works at, if your agency has multiple sites.

## Program Staff List

### New Hampshire Department of Health and Human Services COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Community Action Program Belknap Merrimack Counties, Inc.

Program: Family Planning Program

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

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Example:							
Program Coordinator	Sandra Smith	\$21.00	40	\$13,680	\$43,680	31%	
Administrative Salaries							
Human Resources	Maria Morais	\$ 31.08	0.5	\$753	\$75,504	1%	Concord
Staff Accountant	Meliha Omeragic	\$ 23.68	0.5	\$573	\$43,095	1%	Concord
AR/AP Clerk	Oana Visiuan	\$ 17.22	0.5	\$417	\$35,100	1%	Concord
Budget Analyst	Steve Gregoire	\$ 26.50	0.5	\$642	\$51,675	1%	Concord
Executive Secretary	Kathy Howard	\$ 24.50	0.5	\$593	\$47,775	1%	Concord
Total Admin. Salaries				\$2,978	\$253,149	1%	
Direct Service Salaries							
Site Manager	Jean Boynton	\$ 17.00	36.0	\$24,500	\$31,824	77%	Laconia
CNM/APRN	Katrina Wayman	\$ 50.00	15.0	\$8,000	\$31,000	26%	Laconia
ARPN	Jessica Lescarbeau	\$ 50.00	15.0	\$8,000	\$31,000	26%	Laconia
APRN	To be hired	\$ 50.00	22.5	\$12,000	\$48,000	25%	Laconia
Director CH&N Services	Susan Wnuk	\$ 34.29	4.0	\$7,132	\$66,866	11%	Concord
Total Direct Salaries				\$59,632	\$208,690	29%	
Program				\$62,610.00	\$481,838.50	14%	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.

\*Please list which site(s) each staff member works at, if your agency has multiple sites.

## Program Staff List

### New Hampshire Department of Health and Human Services COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Community Action Program Belknap Merrimack Counties, Inc.

Program: TANF

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

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hourly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Example:							
Program Coordinator	Sandra Smith	\$21.00	40	\$13,680	\$43,680	31%	
Administrative Salaries							
Total Admin. Salaries				\$0	\$0	#DIV/0!	
Direct Service Salaries							
Community Educator	To be hired	\$ 18.00	15	\$12,500	\$14,040	100%	Laconia
Director Comm. Health & Nutrition Services	Susan Wnuk	\$ 34.29	1	\$1,050	\$1,783	100%	Concord
Total Direct Salaries				\$13,550	\$15,823	86%	
Total Salaries by Program				\$13,550.00	\$15,823.00	86%	

\*Please list which site(s) each staff member works at, if your agency has multiple sites.



## Program Staff List

### New Hampshire Department of Health and Human Services COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Community Action Program Belknap Merrimack Counties, Inc.

Program: TANF

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

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary, Funded by this program	Site*
Example:							
Program Coordinator	Sandra Smith	\$21.00	40	\$13,680	\$43,680	31%	
Administrative Salaries							
Total Admin. Salaries				\$0	\$0	#DIV/0!	
Direct Service Salaries							
Community Educator	To be hired	\$ 18.00	15	\$12,500	\$14,040	89%	Laconia
Director Comm. Health & Nutrition Services	Susan Wnuk	\$ 34.29	1	\$1,050	\$1,783	59%	Concord
Total Direct Salaries				\$13,550	\$15,823	86%	
Total Salaries by Program				\$13,550.00	\$15,823.00	86%	

\*Please list which site(s) each staff member works at, if your agency has multiple sites.