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

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by \$1,740,506 from \$3,800,360 to \$5,540,866, and by extending the completion date from June 30, 2019 to June 30, 2021 effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	155327-B001	Berlin, NH	\$314,540	\$0	\$314,540	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Lamprey Health Care	177677-R001	Nashua, NH	\$925,204	\$0	\$925,204	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Manchester Community Health Center	157274-B001	Manchester, NH	\$530,172	\$0	\$530,172	O: 11/08/2017 A01: 06/19/19 Item #78F
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	\$431,864	\$341,926	\$773,790	O: 11/08/2017 Item #21A A01: 08/14/2018

Concord Hospital, Inc. Family Health Center	177653-B011	Concord, NH	\$259,098	\$259,098	\$518,196	O: 11/08/2017 Item #21A A01: 08/14/2018
Equality Health Center	257562-B001	Concord, NH	\$179,800	\$179,800	\$359,600	O: 11/08/2017 Item #21A
Joan G. Lovering Health Center	175132-R001	Greenland, NH	\$222,896	\$222,896	\$445,792	O: 11/08/2017 Item #21A
Planned Parenthood of Northern New England	177528-R002	Portland, ME	\$548,000	\$548,000	\$1,096,000	O: 11/08/2017 Item #21A
White Mountain Community Health Center	174170-R001	Conway, NH	\$188,786	\$188,786	\$377,572	O: 11/08/2017 Item #21A
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	\$200,000	\$0	\$200,000	O: 11/08/2017
		Total	\$3,800,360	\$1,740,506	\$5,540,866	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

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

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings, and confidential teen health services. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 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.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

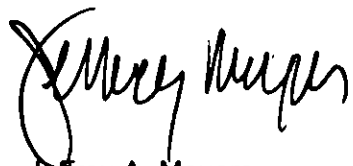
Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce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

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers". The signature is written in a cursive style with a large initial "J".

Jeffrey A. Meyers
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
 DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
 FAMILY PLANNING PROGRAM
 CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General
 Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	\$170,618	\$0	\$170,618
2019	102-500731	Contracts for Program Services	90080203	\$170,618	\$0	\$170,618
2020	102-500731	Contracts for Program Services	90080206		\$92,980	\$92,980
2020	102-500731	Contracts for Program Services	90080207		\$32,669	\$32,669
2021	102-500731	Contracts for Program Services	90080206		\$92,980	\$92,980
2021	102-500731	Contracts for Program Services	90080207		\$32,669	\$32,669
			Subtotal:	\$341,236	\$251,298	\$592,534

Concord Hospital

Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	\$96,517	\$0	\$96,517
2019	102-500731	Contracts for Program Services	90080203	\$96,517	\$0	\$96,517
2020	102-500731	Contracts for Program Services	90080206		\$46,489	\$46,489
2020	102-500731	Contracts for Program Services	90080207		\$50,028	\$50,028
2021	102-500731	Contracts for Program Services	90080206		\$46,489	\$46,489
2021	102-500731	Contracts for Program Services	90080207		\$50,028	\$50,028
			Subtotal:	\$193,034	\$193,034	\$386,068

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	\$66,274	\$0	\$66,274
2019	102-500731	Contracts for Program Services	90080203	\$66,274	\$0	\$66,274
2020	102-500731	Contracts for Program Services	90080206	\$31,922	\$0	\$31,922
2020	102-500731	Contracts for Program Services	90080207	\$34,352	\$0	\$34,352
2021	102-500731	Contracts for Program Services	90080206	\$31,922	\$0	\$31,922
2021	102-500731	Contracts for Program Services	90080207	\$34,352	\$0	\$34,352
			Subtotal:	\$265,096	\$0	\$265,096

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	\$78,400	\$0	\$78,400
2019	102-500731	Contracts for Program Services	90080203	\$78,400	\$0	\$78,400
2020	102-500731	Contracts for Program Services	90080206		\$37,762	\$37,762
2020	102-500731	Contracts for Program Services	90080207		\$40,638	\$40,638
2021	102-500731	Contracts for Program Services	90080206		\$37,762	\$37,762
2021	102-500731	Contracts for Program Services	90080207		\$40,638	\$40,638
			Subtotal:	\$156,800	\$156,800	\$313,600

Joan G. Loving Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	\$99,948	\$0	\$99,948
2019	102-500731	Contracts for Program Services	90080203	\$99,948	\$0	\$99,948
2020	102-500731	Contracts for Program Services	90080206		\$48,141	\$48,141
2020	102-500731	Contracts for Program Services	90080207		\$51,807	\$51,807
2021	102-500731	Contracts for Program Services	90080206		\$48,141	\$48,141
2021	102-500731	Contracts for Program Services	90080207		\$51,807	\$51,807
			Subtotal:	\$199,896	\$199,896	\$399,792

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	\$201,582	\$0	\$201,582
2019	102-500731	Contracts for Program Services	90080203	\$201,582	\$0	\$201,582
2020	102-500731	Contracts for Program Services	90080206	\$97,095	\$0	\$97,095
2020	102-500731	Contracts for Program Services	90080207	\$104,487	\$0	\$104,487
2021	102-500731	Contracts for Program Services	90080206	\$97,095	\$0	\$97,095
2021	102-500731	Contracts for Program Services	90080207	\$104,487	\$0	\$104,487
			Subtotal:	\$806,328	\$0	\$806,328

Manchester Community Health Center

Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	\$109,925	\$0	\$109,925
2019	102-500731	Contracts for Program Services	90080203	\$109,925	\$0	\$109,925
2020	102-500731	Contracts for Program Services	90080206	\$52,947	\$0	\$52,947
2020	102-500731	Contracts for Program Services	90080207	\$56,978	\$0	\$56,978
2021	102-500731	Contracts for Program Services	90080206	\$52,947	\$0	\$52,947
2021	102-500731	Contracts for Program Services	90080207	\$56,978	\$0	\$56,978
			Subtotal:	\$439,700	\$0	\$439,700

Mascoma Community Health Center

Vendor ID #283136-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	\$77,382	\$0	\$77,382
2019	102-500731	Contracts for Program Services	90080203	\$77,382	\$0	\$77,382
2020	102-500731	Contracts for Program Services	90080206		\$0	\$0
2020	102-500731	Contracts for Program Services	90080207		\$0	\$0
2021	102-500731	Contracts for Program Services	90080206		\$0	\$0
2021	102-500731	Contracts for Program Services	90080207		\$0	\$0
			Subtotal:	\$154,764	\$0	\$154,764

White Mountain Community Health Center

Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	\$83,108	\$0	\$83,108
2019	102-500731	Contracts for Program Services	90080203	\$83,108	\$0	\$83,108
2020	102-500731	Contracts for Program Services	90080206		\$40,030	\$40,030
2020	102-500731	Contracts for Program Services	90080207		\$43,078	\$43,078
2021	102-500731	Contracts for Program Services	90080206		\$40,030	\$40,030
2021	102-500731	Contracts for Program Services	90080207		\$43,078	\$43,078
			Subtotal:	\$166,216	\$166,216	\$332,432

Planned Parenthood of Northern New England
100% General Funds

Vendor ID #177528-R002

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	\$274,000	\$0	\$274,000
2019	102-500731	Contracts for Program Services	90080213	\$274,000	\$0	\$274,000
2020	102-500731	Contracts for Program Services	90080213		\$274,000	\$274,000
2021	102-500731	Contracts for Program Services	90080213		\$274,000	\$274,000
			Subtotal:	\$548,000	\$548,000	\$1,096,000
			AU 5530 TOTALS:	\$3,271,070	\$1,515,244	\$4,786,314

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES
 CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds
 FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	\$45,314	\$0	\$45,314
2019	502-500891	Payment for Providers	45030203	\$45,314	\$0	\$45,314
2020	502-500891	Payment for Providers	45030203		\$45,314	\$45,314
2021	502-500891	Payment for Providers	45030203		\$45,314	\$45,314
			Subtotal:	\$90,628	\$90,628	\$181,256

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	\$33,032	\$0	\$33,032
2019	502-500891	Payment for Providers	45030203	\$33,032	\$0	\$33,032
2020	502-500891	Payment for Providers	45030203		\$33,032	\$33,032
2021	502-500891	Payment for Providers	45030203		\$33,032	\$33,032
			Subtotal:	\$66,064	\$66,064	\$132,128

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	\$12,361	\$0	\$12,361
2019	502-500891	Payment for Providers	45030203	\$12,361	\$0	\$12,361
2020	502-500891	Payment for Providers	45030203	\$12,361	\$0	\$12,361
2021	502-500891	Payment for Providers	45030203	\$12,361	\$0	\$12,361
			Subtotal:	\$49,444	\$0	\$49,444

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	\$11,500	\$0	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500	\$0	\$11,500
2020	502-500891	Payment for Providers	45030203		\$11,500	\$11,500
2021	502-500891	Payment for Providers	45030203		\$11,500	\$11,500
			Subtotal:	\$23,000	\$23,000	\$46,000

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	\$11,500	\$0	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500	\$0	\$11,500
2020	502-500891	Payment for Providers	45030203		\$11,500	\$11,500
2021	502-500891	Payment for Providers	45030203		\$11,500	\$11,500
			Subtotal:	\$23,000	\$23,000	\$46,000

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	\$29,719	\$0	\$29,719
2019	502-500891	Payment for Providers	45030203	\$29,719	\$0	\$29,719
2020	502-500891	Payment for Providers	45030203	\$29,719	\$0	\$29,719
2021	502-500891	Payment for Providers	45030203	\$29,719	\$0	\$29,719
			Subtotal:	\$118,876	\$0	\$118,876

Manchester Community Health Center Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	\$22,618	\$0	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618	\$0	\$22,618
2020	502-500891	Payment for Providers	45030203	\$22,618	\$0	\$22,618
2021	502-500891	Payment for Providers	45030203	\$22,618	\$0	\$22,618
			Subtotal:	\$90,472	\$0	\$90,472

Mascoma Community Health Center Vendor ID #283136-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	\$22,618	\$0	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618	\$0	\$22,618
2020	502-500891	Payment for Providers	45030203		\$0	\$0
2021	502-500891	Payment for Providers	45030203		\$0	\$0
			Subtotal:	\$45,236	\$0	\$45,236

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	\$11,285	\$0	\$11,285
2019	502-500891	Payment for Providers	45030203	\$11,285	\$0	\$11,285
2020	502-500891	Payment for Providers	45030203		\$11,285	\$11,285
2021	502-500891	Payment for Providers	45030203		\$11,285	\$11,285
			Subtotal:	\$22,570	\$22,570	\$45,140

AU 6146 TOTAL: \$529,290 \$225,262 \$754,552

AU 5530&6146 TOTALS: \$3,800,360 \$1,740,506 \$5,540,866



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Services Contract**

This 2nd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), as amended by the Department on August 14, 2018, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$773,790.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Clinical Services Guidelines.
7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, Family Planning Information and Education Guidelines.
8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C,



**New Hampshire Department of Health and Human Services
Family Planning Services Contract**

Amendment #2, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, Family Planning Performance Measure Definitions.
10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #2, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #2, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #2, Method and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services
Family Planning Services Contract

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/19/19
Date

[Signature]
Name: Lisa Morris
Title: Director

Community Action Program
Belknap-Merrimack Counties, Inc.

6/17/2019
Date

[Signature]
Name: Jeanne Agri
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 6/17/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

KATHY L. HOWARD Notary Public, NH
My Commission Expires October 17, 2023

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

New Hampshire Department of Health and Human Services
Family Planning Services Contract



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

OFFICE OF THE ATTORNEY GENERAL

6/21/2019
Date

Nancy J. Smith
Name: *Nancy J. Smith*
Title: *Sr. Asst. Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.



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4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of seven hundred fifty (750) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
 - 4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:
- 4.7. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7)



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representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

- 4.7.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.7.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.7.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.
- 4.7.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.
- 4.8. Sterilization Services:
 - 4.8.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.9. Confidentiality:
 - 4.9.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.



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- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
- 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
- 6.3.1. Any critical position is vacant for more than one month.
There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.



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- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.
- 8.3. Federal Reporting Requirements:
- 8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).
- 8.4. State Clinical Reporting Requirements:
- 8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

- 10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.
- 10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

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.**
- 2. Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**
 - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):**
<http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf>
 - **With supporting guidelines from:**
US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): **<https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm>**

U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): **<http://dx.doi.org/10.15585/mmwr.rr6504a1>**

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>**

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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.

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 (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- 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.

4. Assurance of confidentiality must be included for all sessions where services are provided.

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

6. Required Trainings:

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

II. Family Planning Clinical Services

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

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

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

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

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

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

For Men:

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

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

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

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

- a) Ensure that the client understands:
 - Method effectiveness

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

B. 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) Title X requires agencies to 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
 - b) 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

C. 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
 - b) Discussion of reproductive life plan

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- c) Sexual health assessment screening
- d) Other screening services that include:
 - Obtain medical history
 - 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)

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

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

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- a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
 - b) Provide additional STD testing as indicated
 - c) 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.
3. Treat client if positive for STD and his/her partner(s) 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.
 4. Provide STD/HIV risk reduction counseling.

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:**
1. Medical History
 2. Cervical Cytology
 3. Clinical Breast Examination or discussion
 4. Mammography
 5. 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

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.

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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

- US Preventive Services Task Force (USPSTF) <http://www.uspreventiveservicestaskforce.org>.
- National Guidelines Clearinghouse (NGCH) <http://www.guideline.gov>.
 - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition.
https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) <http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services>
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines <http://www.cdc.gov/std/treatment/>.
- 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.
- American Society for Colposcopy and Cervical Pathology (ASCCP) <http://www.asccp.org>.
- American Society for Reproductive Medicine (ASRM) <http://www.asrm.org>.
- American Cancer Society. <http://www.cancer.org/>.
- North American Society of Pediatric and Adolescent Gynecology <http://www.naspag.org/>.
- Agency for Healthcare Research and Quality <http://www.ahrq.gov/clinic/cpgsix.htm>.
- Partners in Information Access for the Public Health Workforce <http://phpartners.org/guide.html>.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.

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- ACOG Committee Opinions represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee Opinions provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, Obstetrics and Gynecology, Committee Opinions are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- Compendium of Selected Publications contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchased by calling 1-800-762-2264 or through the Bookstore on the ACOG Web site:*
http://www.acog.org/Resources_And_Publications.
- US Medical Eligibility for Contraceptive Use, 2016.
<http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm>
- AIDS info (DHHS) <http://www.aidsinfo.nih.gov/>.
- American Academy of Pediatrics (AAP), Policy Statement: “Contraception for Adolescents”, September, 2014. <http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299>
- 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>
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition.
<http://www.contraceptivetechnology.org/the-book/>
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- 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>.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: <http://www.cdc.gov/condomeffectiveness/index.html>

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: <http://www.asrm.org/>

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- Centers for Disease Control & Prevention A to Z Index, <http://www.cdc.gov/az/b.html>
- Emergency Contraception Web site <http://ec.princeton.edu/>
- Office of Population Affairs: <http://www.hhs.gov/opa>
- Title X Statute <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations>
- Appropriations Language/Legislative Mandates <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates>.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions <http://www.hhs.gov/opa/regional-contacts>

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Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- 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.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.

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- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- 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.
- 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.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. 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.

Community education should serve to enhance 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. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
 - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
 - Offer feedback about your family planning program strengths and suggest areas

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Contractor Initials JA

needing improvement.

- o Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Community Action Program Belknap-Merrimack Counties, Inc.

Agency Name

6/17/2019

Date

QA

6.17.19

Attachment C, Amendment #2

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client-centered and non-coercive* manner in accordance with QFP and Title X requirements 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 for services 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 Title X program requirements and the most current *Quality Family Planning (QFP)*. 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 for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in 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

Attachment C, Amendment #2

- Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, 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;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of 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
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), 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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Family Planning Program

AGENCY NAME: Community Action Program Belknap-Merrimack Counties, Inc.

WORKPLAN COMPLETED BY: _____

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

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

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

SFY 20 Outcome

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

Through June 2021, FPP delegate agencies will provide services to:

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

SFY 21 Outcome

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

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

Performance Measure #5: 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

Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

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.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

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

Performance Measure #7: 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.

Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

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Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

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

Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

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 #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** 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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INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling.</p> <p>SFY 20 Agency Target:</p> <p>SFY 21 Agency Target:</p>	<p>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</p>
	EVALUATION ACTIVITIES	<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
		<p>SFY 21 Outcome: _____</p>	

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		Numerator: _____ Denominator: _____	interventions) that will reduce reproductive risk.
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			
SFY 20 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020</i>			
SFY 20 Outcome: _____%			
_____ Target/Objective Met			
Numerator: _____%			
Denominator: _____%			
_____ Target/Objective Not Met			
Narrative: <i>Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>			
Proposed Improvement Plan: <i>Explain what your agency will do (differently) to achieve target/objective for SFY21</i>			
_____ Revised Workplan Attached (Please check if workplan has been revised)			
SFY 21 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021</i>			
SFY 20 Outcome: _____%			
_____ Target/Objective Met			

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Numerator: _____%

Denominator: _____%

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

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INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection.</p> <p>State Minimum Target: 70%</p> <p>SFY 20 Target:</p> <p>SFY 21 Target:</p> <hr/> <p>SFY 20 Outcome: _____</p> <p>Numerator: _____ Denominator: _____</p> <hr/> <p>SFY 21 Outcome: _____</p>	<p>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.</p>
	EVALUATION ACTIVITIES		

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		Numerator: _____ Denominator: _____	
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			
SFY 20 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020</i>			
SFY 20 Outcome: _____%			
		_____ Target/Objective Met	
Numerator: _____%			
Denominator: _____%		_____ Target/Objective Not Met	
Narrative: <i>Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>			
Proposed Improvement Plan: <i>Explain what your agency will do (differently) to achieve target/objective for SFY21</i>			
_____ Revised Workplan Attached (Please check if workplan has been revised)			
SFY 21 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021</i>			
SFY 21 Outcome: _____%			
		_____ Target/Objective Met	
Numerator: _____%			

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Denominator: _____%

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

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INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #4: 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)</p> <p>SFY 20 Target:</p> <p>SFY 21 Target:</p> <hr/> <p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p> <hr/> <p>SFY 21 Outcome: _____</p>	<p>Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.</p>
	EVALUATION ACTIVITIES		

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		Numerator: _____ Denominator: _____	
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WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: _____%

_____ Target/Objective Met

Numerator: _____%

Denominator: _____%

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: _____%

_____ Target/Objective Met

Numerator: _____%

Denominator: _____%

_____ Target/Objective Not Met

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Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

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 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 positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

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

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

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

Denominator: Total number of clients served.

Data Source: Region I Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

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

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

Denominator: Total number of clients served.

Data Source: Region I Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: Numerator: Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

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

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

Definition: Numerator: Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: Numerator: Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.
Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives 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.

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

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

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

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.
Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 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 most effective contraceptive methods to reduce unintended pregnancy.

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

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

Data Source: Region I Data 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 LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

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

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: Region I Data 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, STD 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: Client Health Records

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: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings 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.**

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

Family Planning (FP) Performance Measure #8

Annual Training Report

Community Action Program
Belknap-Merrimack Counties, Inc.
RFA-2018-DPHS-03-FAMIL-01-A02

Attachment D, Amendment #2

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

Attachment E, Amendment #2

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) Data Elements: Effective July 1, 2017	Additional Data Elements Proposed for FPAR 2.0:
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

<u>Due within 30 days of G&C approval:</u>	
<ul style="list-style-type: none"> · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans 	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	Reporting Requirement:
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	<ul style="list-style-type: none"> · FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	<ul style="list-style-type: none"> · I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	Reporting Requirement:
August 31, 2020	<ul style="list-style-type: none"> · Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	<ul style="list-style-type: none"> · FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	<ul style="list-style-type: none"> · I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

Attachment F, Amendment #2

August 31, 2021	<ul style="list-style-type: none">· Patient Satisfaction Surveys· Outreach and Education Report· Annual Training Report· Work Plan Update/Outcome Report· Data Trend Tables (DTT)
TBD	2021 FPAR Data

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



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit B, Amendment #2

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:
 - 4.1. Utilize budget forms as provided by the Department.
 - 4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.
 - 4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.
 - 4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.
 - 5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.



**New Hampshire Department of Health and Human Services
Family Planning Services**

Exhibit B, Amendment #2

- 5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
- 5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

State of New Hampshire

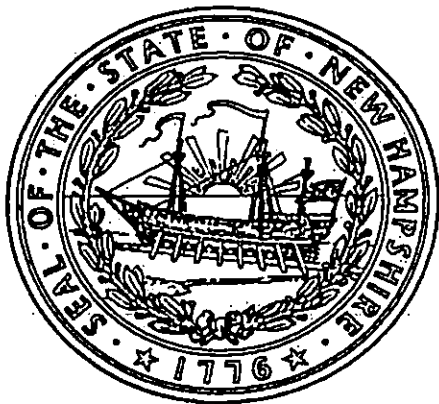
Department of State

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: 0004482211



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/10/2019, such authority to be in force and effect until 6/30/2021 (contract termination date).(see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

- Jeanne Agri, Executive Director
- Michael Tabory, Deputy Director
- Steven E. Gregoire, Budget Analyst
- Sara A. Lewko, President, Board of Directors

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 17th day of June, 2019.

Dennis T. Martino
Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 17th day of June, 2019, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathy L. Howard
Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

Commission Expiration Date:

KATHY L. HOWARD Notary Public, NH
My Commission Expires October 17, 2023

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

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Deputy Director, Budget Analyst, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

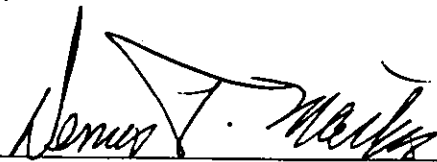
- Department of Administrative Services for food distribution programs
- Department of Education for Nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division of Children, Youth, and Families for child care programs
 - Division of Family Assistance for Community Services Block Grant
 - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Natural and Cultural Resources
- New Hampshire Office of Strategic Initiatives (OSI) for Low Income Energy Assistance, Weatherization, SEAS and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U.S. Department of Health and Human Services
- U.S. Department of Housing and Urban Development
- U.S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 10, 2019, and has not been amended or revoked and remains in effect as of the date listed below.

6/17/2019

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2019

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C No, Ext): (603) 869-3218 FAX (A/C, No): (603) 845-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Ins Co	
		INSURER B: Granite State Health Care and Human Services Self-	
		INSURER C: Federal Ins Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 18-19 All/19-20 WC & D&O **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 YVVD	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:			PHPK1887527	10/01/2018	10/01/2019	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 - COM/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			PHPK1887541	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHU8649174	10/01/2018	10/01/2019	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	HCHS20190000100(3a.) NH	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability			82471794	04/01/2019	04/01/2020	Limit 1,000,000

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

Confirmation of Coverage.

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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

**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.)

CAPBMC Statement of Purpose

ALTON
 Senior Center..... 875-7102
 Prospect View Housing..... 875-3111

BELMONT
 Senior Center..... 267-9867
 Heritage Terr. Housing..... 267-8801

BRADFORD
 Senior Center..... 938-2104



CONCORD
 Area Center..... 225-5880
 Head Start..... 224-6492
 Early Head Start..... 224-6492
 Concord Area
 Heels on Wheels..... 225-9092
 Concord Area Transit..... 225-1989
 Horseshoe Pond Place..... 228-8956
 WIC/CSFP..... 225-2030
 Workplace Success..... 223-2305

EPSOM
 Meadow Brook Housing... 738-8250

FRANKLIN
 Area Center..... 934-3444
 Head Start..... 934-2161
 Early Head Start..... 934-2161
 Senior Center..... 934-4151
 Riverside Housing..... 934-6340

LACONIA
 Area Center..... 524-5512
 Head Start..... 528-5324
 Early Head Start..... 528-5334
 Senior Center..... 524-7889
 Family Planning..... 524-5453
 Workplace Success..... 524-4367

MEREDITH
 Area Center..... 779-4096

NEWBURY
 Newbury Commons
 Housing..... 763-0360

PEMBROKE
 Village at Pembroke Farms
 Housing..... 485-1842

PITTSFIELD
 Senior Center..... 435-8482
 Head Start..... 435-6618
 Early Head Start..... 435-6611

SUNCOOK
 Area Center..... 485-7824
 Senior Center..... 485-4254

TILTON
 Senior Center..... 527-8291

WARNER
 Area Center..... 456-2207
 Head Start..... 456-2208
 North Ridge Housing..... 450-3398

Financial Statements

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

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORT**

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 28, 2018 and 2017, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended February 28, 2018.

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 28, 2018 and February 28, 2017, 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.

Report on Summarized Comparative Information

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 30, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2017, is consistent, in all material respects, with the audited financial statements from which it was derived.

Other Matters

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 8, 2019, 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 McDermott & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 1,751,685	\$ 1,732,344
Accounts receivable	2,993,405	2,161,972
Inventory	26,567	21,530
Prepaid expenses	88,287	94,315
Investments	98,753	85,225
Total current assets	<u>4,958,697</u>	<u>4,095,386</u>
PROPERTY		
Land, buildings and improvements	4,634,220	4,618,289
Equipment, furniture and vehicles	6,227,722	5,838,444
Total property	10,861,942	10,456,733
Less accumulated depreciation	<u>6,936,808</u>	<u>6,818,622</u>
Property, net	<u>3,925,134</u>	<u>3,638,111</u>
OTHER ASSETS		
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>139,441</u>	<u>139,441</u>
TOTAL ASSETS	<u>\$ 9,023,272</u>	<u>\$ 7,872,938</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of notes payable	\$ 172,745	\$ 163,753
Accounts payable	1,443,697	847,707
Accrued expenses	1,056,676	1,019,426
Refundable advances	1,187,333	1,159,331
Total current liabilities	3,860,451	3,190,217
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>962,781</u>	<u>1,151,156</u>
Total liabilities	<u>4,823,232</u>	<u>4,341,373</u>
NET ASSETS		
Unrestricted	3,497,187	2,887,454
Temporarily restricted	702,853	644,111
Total net assets	<u>4,200,040</u>	<u>3,531,565</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 9,023,272</u>	<u>\$ 7,872,938</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2018
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Total</u>	<u>2017 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 17,935,847	\$ -	\$ 17,935,847	\$ 15,822,185
Other funds	1,538,501	2,870,131	4,408,632	4,769,775
In-kind	1,147,978	-	1,147,978	1,100,528
United Way	30,517	-	30,517	43,751
Realized gain on sale of property	-	-	-	20,250
Total revenues and other support	<u>20,652,843</u>	<u>2,870,131</u>	<u>23,522,974</u>	<u>21,756,489</u>
NET ASSETS RELEASED FROM RESTRICTIONS	<u>2,811,389</u>	<u>(2,811,389)</u>	<u>-</u>	<u>-</u>
Total	<u>23,464,232</u>	<u>58,742</u>	<u>23,522,974</u>	<u>21,756,489</u>
EXPENSES				
Salaries and wages	8,295,198	-	8,295,198	7,973,527
Payroll taxes and benefits	2,054,965	-	2,054,965	1,997,820
Travel	281,239	-	281,239	277,832
Occupancy	1,222,773	-	1,222,773	1,134,026
Program services	7,979,371	-	7,979,371	7,104,507
Other costs	1,636,269	-	1,636,269	1,512,410
Depreciation	236,706	-	236,706	225,631
In-kind	1,147,978	-	1,147,978	1,100,528
Total expenses	<u>22,854,499</u>	<u>-</u>	<u>22,854,499</u>	<u>21,326,281</u>
CHANGE IN NET ASSETS	<u>609,733</u>	<u>58,742</u>	<u>668,475</u>	<u>430,208</u>
NET ASSETS, BEGINNING OF YEAR	<u>2,887,454</u>	<u>644,111</u>	<u>3,531,565</u>	<u>3,101,357</u>
NET ASSETS, END OF YEAR	<u>\$ 3,497,187</u>	<u>\$ 702,853</u>	<u>\$ 4,200,040</u>	<u>\$ 3,531,565</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 668,475	\$ 430,208
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	236,706	225,631
Gain on sale of property	-	(20,250)
(Increase) decrease in current assets:		
Accounts receivable	(831,433)	481,783
Inventory	(5,037)	8,393
Prepaid expenses	6,028	6,609
Increase (decrease) in current liabilities:		
Accounts payable	595,990	(335,107)
Accrued expenses	37,250	45,752
Refundable advances	28,002	37,296
	<u>735,981</u>	<u>880,315</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(523,729)	(127,048)
Investment in partnership	(13,528)	(12,919)
Proceeds from sale of property	-	20,250
	<u>(537,257)</u>	<u>(119,717)</u>
NET CASH USED IN INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(179,383)	(152,251)
	<u>(179,383)</u>	<u>(152,251)</u>
NET CASH USED IN FINANCING ACTIVITIES		
NET INCREASE IN CASH	19,341	608,347
CASH BALANCE, BEGINNING OF YEAR	<u>1,732,344</u>	<u>1,123,997</u>
CASH BALANCE, END OF YEAR	<u>\$ 1,751,685</u>	<u>\$ 1,732,344</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 73,582</u>	<u>\$ 109,150</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2018
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Program</u>	<u>Management</u>	<u>2018 Total</u>	<u>2017 Total</u>
Salaries and wages	\$ 8,026,291	\$ 268,907	\$ 8,295,198	\$ 7,973,527
Payroll taxes and benefits	1,948,839	106,126	2,054,965	1,997,820
Travel	279,829	1,410	281,239	277,832
Occupancy	1,107,004	115,769	1,222,773	1,134,026
Program Services	7,979,371	-	7,979,371	7,104,507
Other costs:				
Accounting fees	24,915	27,549	52,464	48,888
Legal fees	5,137	-	5,137	45,447
Supplies	236,553	26,718	263,271	259,191
Postage and shipping	49,153	1,052	50,205	55,100
Equipment rental and maintenance	1,680	-	1,680	5,503
Printing and publications	3,643	27,649	31,292	13,967
Conferences, conventions and meetings	13,730	9,544	23,274	27,628
Interest	68,274	5,308	73,582	109,150
Insurance	123,457	35,257	158,714	158,030
Membership fees	19,045	8,668	27,713	19,672
Utility and maintenance	185,882	64,390	250,272	123,416
Computer services	21,517	17,179	38,696	36,678
Other	645,081	14,888	659,969	609,740
Depreciation	231,959	4,747	236,706	225,631
In-kind	1,147,978	-	1,147,978	1,100,528
Total functional expenses	<u>\$ 22,119,338</u>	<u>\$ 735,161</u>	<u>\$ 22,854,499</u>	<u>\$ 21,326,281</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2018**

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 financial statements are prepared on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

Financial Statement Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2018 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$702,853.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2017, from which the summarized information was derived.

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 2014.

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 (2014 through 2017), 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.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

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 \$1,147,978 in donated facilities, services and supplies for the year ended February 28, 2018 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 \$292,141 for the year ended February 28, 2018.

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 \$846,237 for the year ended February 28, 2018.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$9,600 for the year ended February 28, 2018.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 28, 2018 totaled \$32,655.

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.

2. 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 28, 2018. The Organization has no policy for charging interest on overdue accounts.

3. 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 \$1,187,333 as of February 28, 2018.

4. **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 28, 2018 totaled \$202,725.

5. **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 28, 2018, the annual lease expense for the leased facilities was \$479,964.

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

<u>Year Ended February 28</u>	<u>Amount</u>
2019	\$ 449,443
2020	405,088
2021	339,230
2022	88,762
2023	88,762
Thereafter	<u>1,053,765</u>
Total	<u>\$ 2,425,050</u>

6. **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 \$369,827 at February 28, 2018.

7. **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 (4.50% for the year ended February 28, 2018) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2018.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2018:

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.

\$ 773,551

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.

71,843

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.

290,132

Total
Less amounts due within one year

1,135,526

172,745

Long term portion

\$ 962,781

The scheduled maturities of long-term debt as of February 28, 2018 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2019	\$ 172,745
2020	183,269
2021	194,445
2022	206,317
2023	281,158
Thereafter	<u>97,592</u>
	<u>\$ 1,135,526</u>

9. **PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 29, 2018:

Land	\$ 168,676
Building and improvements	4,465,544
Equipment and vehicles	<u>6,227,722</u>
	10,861,942
Less accumulated depreciation	<u>6,936,808</u>
Property and equipment, net	<u>\$ 3,925,134</u>

Depreciation expense for the year ended February 28, 2018 was \$236,706.

10. **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 28, 2018.

During the year ended February 28, 2018, the Corporation for National and Community Service (CNCS) conducted a monitoring of its program and found that the Organization was not in full compliance with the program requirements. As a result, CNCS disallowed \$37,000 of grant expenditures. The Organization returned the funds in full during April 2018.

11. **CONCENTRATION OF RISK**

For the year ended February 28, 2018, approximately \$11,000,000 (47%) 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.

12. **TEMPORARILY RESTRICTED NET ASSETS**

At February 28, 2018, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

Senior Center	\$ 127,746
Elder Services	390,089
NH Rotary Food Challenge	5,067
Common-Pantry	5,912
Community Crisis	3,578
Caring Fund	14,272
Agency-FAP	14,746
Agency-H/S	140,978
Other Programs	465
	<u>\$ 702,853</u>

13. **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 February 28, 2018.

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 28, 2018 was \$114,032 and is included in accounts receivables.

14. 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.

15. 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 \$97,753 at February 28, 2018.

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 28, 2018, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance – mutual funds	\$ 84,225
Total gains (losses) - realized /unrealized	9,528
Purchases	<u>4,000</u>
Ending Balance – mutual funds	<u>\$ 97,753</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 invested \$1,000 during the year ended February 28, 2018 in a Partnership, The Lakes Region Partnership for Public Health.

16. 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).

17. 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 8, 2019, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2018**

<u>FEDERAL GRANTOR/ PROGRAM TITLE</u>	<u>CFDA NUMBER</u>	<u>PASS THROUGH NAME</u>	<u>IDENTIFYING NUMBER</u>	<u>FEDERAL EXPENDITURES</u>	<u>PASSED THROUGH TO SUB-RECIPIENTS</u>
<u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>					
Head Start	93.600		01CH2052-03-01/01CH2052-04-01	\$ 4,118,021	
Low Income Home Energy Assistance Program	93.568	State of New Hampshire	G-18/17B1NHLEIA	3,824,832	
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire	G-18/17B1NHLEIA	113,089	
Low Income Home Energy Assistance Program-HRRP	93.568	State of New Hampshire	G-18/17B1NHLEIA	<u>253,291</u>	
			TOTAL	4,191,292	
Community Services Block Grant	93.569	State of New Hampshire	G-17B1NHCO5R	573,108	
Social Services Block Grant-Home Delivered & Congregate	93.687	State of New Hampshire	05-95-48-481010-9255	285,852	
Social Services Block Grant-Service Link	93.687	State of New Hampshire	545-500387	<u>8,820</u>	
			TOTAL	294,772	
TANF CLUSTER					
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	05-95-45-450010-6148	29,305	
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services	05-95-45-450010-61270000	<u>244,177</u>	
			CLUSTER TOTAL	273,482	
AGING CLUSTER					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	05-95-48-481010-7872	138,211	
Title III, Part B-SEAS	93.044	State of New Hampshire	G-18/17B1NHLEIA	5,878	
Title III, Part C-Congregate Meets	93.045	State of New Hampshire	05-95-48-481010-7872	195,898	
Title III, Part C-Home Delivered	93.045	State of New Hampshire	05-95-48-481010-7872	395,028	
NSIP	93.053	State of New Hampshire	1056477	<u>259,389</u>	
			CLUSTER TOTAL	994,202	
CHILD CARE AND DEVELOPMENT FUND CLUSTER					
Child Care & Development Block Grant	93.575	State of New Hampshire		377,108	
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire		<u>28,102</u>	
			CLUSTER TOTAL	403,208	
MEDICAID CLUSTER					
Medical Assistance Program-Veterans Independent Program	93.778	Gateways Community Services		37,029	
Family Planning - Services	93.217	State of New Hampshire	05-95-90-902010-5530	81,401	
HIV Preventative Activities - Health Dept. Based-Family Planning	93.940	State of New Hampshire	U82PS003855	6,779	
MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER					
ACA - Maternal, Infant, & Early Childhood Home Visiting Program	93.505	State of New Hampshire	05-95-90-902010-0831	100,416	
Maternal & Child Health Services Block Grant to the States	93.994	State of New Hampshire	05-95-90-902010-5190	10,431	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	102-500731	40,552	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	102-500731	24,551	
CMS Research Demonstrations & Evaluations	93.779	State of New Hampshire	102-500731	16,818	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	102-500731	9,198	
			HHS TOTAL	<u>\$ 11,173,280</u>	
<u>US DEPARTMENT OF AGRICULTURE</u>					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	15154NH743W5003	\$ 743,425	
Senior Farmers Market	10.576	State of New Hampshire	15154NH083Y8303	79,303	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	237,797	
CHILD NUTRITION CLUSTER					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	157,483	

See Notes to Schedule of Expenditures of Federal Awards

Continued

<u>FEDERAL GRANTOR/ PROGRAM TITLE</u>	<u>CFDA NUMBER</u>	<u>PASS THROUGH NAME</u>	<u>IDENTIFYING NUMBER</u>	<u>FEDERAL EXPENDITURES</u>	<u>PASSED THROUGH TO SUB-RECIPIENTS</u>
FOOD DISTRIBUTION CLUSTER					
Commodity Supplemental Food Program	10.565	State of New Hampshire	15154NH814Y8005	724,422	\$ 535,805
Emergency Food Assistance Program-Administration	10.568	State of New Hampshire	81750000	181,212	
Emergency Food Assistance Program	10.569	State of New Hampshire	81750000	1,562,630	1,562,630
			CLUSTER TOTAL	2,468,264	\$ 2,098,435
			USDA TOTAL	\$ 3,886,252	
CORPORATION FOR NATIONAL & COMMUNITY SERVICES					
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER					
Senior Companion Program	94.016		18SCANH001	\$ 350,074	
			CNCS TOTAL	\$ 350,074	
US DEPARTMENT OF TRANSPORTATION					
TRANSIT SERVICES PROGRAMS CLUSTER					
Formula Grants for Rural Areas-Concord Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	\$ 532,699	
Formula Grants for Rural Areas-Winnepesaukee Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	16,500	
			TOTAL	549,399	
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	9,130	
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	Bus 1605 and 1606	94,928	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	74,784	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	2 buses	118,575	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.513	State of New Hampshire-Department of Transportation Merimack County	NH-65-X001	72,886	
			CLUSTER TOTAL	370,281	
			DOT TOTAL	\$ 919,680	
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Supportive Housing Program-Outreach	14.235	State of New Hampshire	05-65-42-423010-7827-102-500731	\$ 88,692	
Supportive Housing Program-Homeless	14.235	State of New Hampshire	NONE PROVIDED	27,968	
Supportive Housing Program	14.235	State of New Hampshire	05-65-42-423010-7827-102-500731	89,782	
			TOTAL	206,442	
Emergency Solutions Grant	14.231	State of New Hampshire	05-65-42-423010-7827-102-500731	53,911	
Continuum of Care Program	14.267	State of New Hampshire	05-65-42-423010-7827-102-500731	93,044	
			HUD TOTAL	\$ 353,397	
US DEPARTMENT OF ENERGY					
Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire	EE0006109	\$ 187,695	
			DOE TOTAL	\$ 187,695	
US DEPARTMENT OF LABOR					
WIA/WIOA CLUSTER					
Senior Community Service Employment Program	17.235	State of New Hampshire	1044701	\$ 395,620	
WIA/WIOA - Adult Program	17.258	Southern New Hampshire Services	0510-53380000-102-500731	71,334	
WIA/WIOA - Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services	0510-53380000-102-500731	66,341	
			CLUSTER TOTAL	139,675	
			DOL TOTAL	\$ 535,295	
			TOTAL	\$ 17,205,653	\$ 2,098,435

See Notes to the Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2018**

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 28, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of 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

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 28, 2018, 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 8, 2019.

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. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether 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 8, 2019

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 28, 2018. 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 28, 2018.

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 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2018

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. No significant deficiencies relating to the audit of the financial statements are 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*. No material weaknesses are reported.
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, Corporation for National and Community Service, Senior Companion Program, 94.016
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

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

BOARD OF DIRECTORS

Sara A. Lewko, <i>President</i>	Theresa M. Cromwell
David Siff, Esq., <i>Vice President</i>	Kathy Goode
Dennis Martino, <i>Secretary-Clerk</i>	Kathryn Hans
Safiya Wazir, <i>Treasurer</i>	Susan Koerber
Christine Averill	Robert (Bob) Krieger
Heather Brown	

EXPERIENCE

1992 to
Present

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

Director, Community Health and Nutrition Services

- Responsible for overall management of the WIC, Breastfeeding Peer Counseling Program, Senior Farmers Market Nutrition Program and Commodity Supplemental Food Program, Family Planning, Prenatal, Teen Clinic, and Concord Area Public Health Network
- Oversee planning, development, implementation and coordination of all program services and personnel for multiple programs and clinic locations
- Fiscal management including budget preparation, monitoring, fundraising, and reports for \$1.6 million operating budget
- Oversee special grant projects including Lead Screening and Oral Health initiatives.
- Development and implementation of policies and procedures
- Oversee quality improvements plans for all program services
- Responsible for grant management and report preparation
- Represents agency on local Boards of Directors, Coalitions, and Partnerships

1991-1992

Director, Family Planning, Prenatal, STD Clinics and HIV Counseling and Testing Services

- Initiated development and implementation of comprehensive Prenatal program clinical services in Belknap County for low-income women
- Integrated all program services to provide access to comprehensive care

1989-1992

Director, Family Planning, STD Clinics and HIV counseling and Testing Services

- Coordinated development of STD Clinic Services in three County area including obtaining initial grant funding
- Fiscal, personnel, program management of all services

1987-1989

Director, Family Planning and HIV Counseling and Testing Services

- Obtained grant funding to initiate development of HIV Counseling and Testing Services
- Integrated services into Family Planning Clinic

1986-1987

Family Planning Program Director

- Responsible for the overall fiscal, programmatic and personnel management of a Title X funded Family planning program in a three County area.
- Initiated program development activities and expansion of services

1980-1985

CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE

Social Worker – Social Services Department

- Evaluation of emotional, social and economic stresses of illness.
 - 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.
 - Liaison between medical staff, patient, families and community agencies.
 - Coordinated adoptions with public and private organizations.
 - Provided assessments for guardianships hearings.
 - Initiated protective service referrals for infants, children and seniors.
 - Coordinated transfers to skilled, intermediate level nursing homes, group homes, and facilities providing traumatic head injury and spinal cord care.
-

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 of 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
- 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
- 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-present*
- 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

Memberships

- National WIC Association – 1994-Present
- New Hampshire Public Health Association – 1993-Present
- 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

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

PROFESSIONAL SUMMARY

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

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 β_1 -Adrenergic Receptor in Embryonic Chicks Exposed to 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD)*

LICENSURE AND PROFESSIONAL ORGANIZATIONS

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

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.

Department of Health and Human Services

Community Action Program Belknap-Merrimack Counties, Inc.

Family Planning Program Services (FPPS)

RFA-2018-DPHS-03-FAMIL-01-A02

July 1, 2019 – June 30, 2021

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Susan M. Wnuk	Director, Community Health & Nutrition Services	\$66,866	19%	\$12,481.00
Katrina Wayman	APRN	\$62,400	100%	\$62,400.00

**New Hampshire Department of Health and Human Services
Family Planning Services Contract**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract**

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") dated this 20th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to adjust budget line items within the price limitation with no changes to the scope of work and no change to the price limitation; and

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

1. Delete Exhibit B-3, Budget Family Planning Funds in its entirety and replace with Exhibit B-3, Budget Family Planning Funds Amendment #1.
2. Add Exhibit K, DHHS Information Security Requirements

**New Hampshire Department of Health and Human Services
Family Planning Services Contract**



This amendment shall be effective upon the date of ~~Governor and Executive Council approval.~~ ^{Department of Health and Human Services}
IN WITNESS WHEREOF, the parties have set their hands as of the date written below, QA

8/21/18
Date

State of New Hampshire
Department of Health and Human Services
[Signature]
Lisa Morris, MSSW
Director

8/21/2018
Date

Community Action Program Belknap-Merrimack Counties,
Inc.,
[Signature]
Name: Jeanne Agri
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 8/21/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Kathy I. Howard, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018



**New Hampshire Department of Health and Human Services
Family Planning Services Contract**

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

I hereby certify that the foregoing Amendment was approved by Department of Health and Human Services, Contracts Unit on: 8.24.18 (date)

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF CONTRACTS AND PROCUREMENT

8.24.18
Date



E. Maria Reinemann
Director

Exhibit B-3, Budget Family Planning Funds Amendment #1

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

Bidder/Program Name: Community Action Program (CAP) Belknap-Merrimack County

Budget Request for: Family Planning Services

Budget Period: July 1, 2018 - June 30, 2019 (SFY 19)

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	\$ 188,004.00	\$ 7,000.00	\$ 193,004.00	\$ 62,368.00	\$ -	\$ 62,368.00	\$ 123,618.00	\$ 7,000.00	\$ 130,618.00
2. Employee Benefits	\$ 28,281.00	\$ 1,650.00	\$ 29,931.00	\$ 14,931.00	\$ -	\$ 14,931.00	\$ 13,350.00	\$ 1,650.00	\$ 15,000.00
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,100.00	\$ -	\$ 2,100.00	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -
Lab	\$ 5,500.00	\$ -	\$ 5,500.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 1,000.00	\$ -	\$ 1,000.00
Pharmacy	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 13,000.00	\$ -	\$ 13,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
Medical	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 1,000.00	\$ -	\$ 1,000.00
Office	\$ 650.00	\$ -	\$ 650.00	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -
6. Travel	\$ 950.00	\$ -	\$ 950.00	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 41,789.00	\$ -	\$ 41,789.00	\$ 23,789.00	\$ -	\$ 23,789.00	\$ 18,000.00	\$ -	\$ 18,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,340.00	\$ -	\$ 3,340.00	\$ 2,340.00	\$ -	\$ 2,340.00	\$ 1,000.00	\$ -	\$ 1,000.00
Postage	\$ 570.00	\$ -	\$ 570.00	\$ 570.00	\$ -	\$ 570.00	\$ -	\$ -	\$ -
Subscriptions	\$ 350.00	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ 350.00	\$ -	\$ -	\$ -
Audit and Legal	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Insurance	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,000.00	\$ -	\$ 2,000.00
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	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): job advert	\$ 3,595.00	\$ -	\$ 3,595.00	\$ 3,595.00	\$ -	\$ 3,595.00	\$ -	\$ -	\$ -
TOTAL	\$ 303,129.00	\$ 8,650.00	\$ 311,779.00	\$ 141,181.00	\$ -	\$ 141,181.00	\$ 101,968.00	\$ 8,650.00	\$ 110,618.00

Indirect As A Percent of Direct

2.8%

Contractor Initials JA

Date 8.21.2018

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

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

New Hampshire Department of Health and Human Services

Exhibit K

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



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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/doi/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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

21A amended

October 24, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are retroactive, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed \$2,915,402 to be effective retroactive to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Table with 4 columns: Vendor, Location, Vendor #, Amount. Rows include Community Action Program, Concord Hospital, Coos County, Equality Health Center, Joan G. Lovering, Lamprey Health Care, Manchester Community Health Center, *Mascoma, **Planned Parenthood, and White Mountain Community Health Center. Total: \$2,915,402

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

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

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures 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. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) 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;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

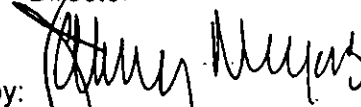
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner

State of New Hampshire
 Department of Health and Human Services
 Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
 SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217 FAIN# FPHPA016248 69.73% Federal and 30.27% General
 FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			<i>Subtotal:</i>	\$341,236

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$96,517
2019	102-500731	Contracts for Program Services	90080203	\$96,517
			<i>Subtotal:</i>	\$193,034

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$66,274
2019	102-500731	Contracts for Program Services	90080203	\$66,274
			<i>Subtotal:</i>	\$132,548

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$78,400
2019	102-500731	Contracts for Program Services	90080203	\$78,400
			<i>Subtotal:</i>	\$156,800

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$99,948
2019	102-500731	Contracts for Program Services	90080203	\$99,948
			<i>Subtotal:</i>	\$199,896

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$201,582
2019	102-500731	Contracts for Program Services	90080203	\$201,582
			<i>Subtotal:</i>	\$403,164

Manchester Community Health Center**Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$109,925
2019	102-500731	Contracts for Program Services	90080203	\$109,925
			<i>Subtotal:</i>	\$219,850

Mascoma Community Health Center**Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$77,382
2019	102-500731	Contracts for Program Services	90080203	\$77,382
			<i>Subtotal:</i>	\$154,764

White Mountain Community Health Center**Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$83,108
2019	102-500731	Contracts for Program Services	90080203	\$83,108
			<i>Subtotal:</i>	\$166,216

Planned Parenthood of Northern New England**Vendor ID #177528-R002****100% General Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	\$274,000
2019	102-500731	Contracts for Program Services	90080213	\$274,000
			<i>Subtotal:</i>	\$548,000

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

CFDA# 93.558

FAIN# 1701NHTANF

100% Federal Funds

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc.**Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$45,314
2019	502-500891	Payment for Providers	45030203	\$45,314
			<i>Subtotal:</i>	\$90,628

Concord Hospital**Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$33,032
2019	502-500891	Payment for Providers	45030203	\$33,032
			<i>Subtotal:</i>	\$66,064

Coos County Family Health Center**Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$12,361
2019	502-500891	Payment for Providers	45030203	\$12,361
			<i>Subtotal:</i>	\$24,722

Equality Health Center**Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	\$23,000

Joan G. Lovering Health Care**Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	\$23,000

Lamprey Health Care**Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$29,719
2019	502-500891	Payment for Providers	45030203	\$29,719
			<i>Subtotal:</i>	\$59,438

Manchester Community Health Center**Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	\$45,236

Mascoma Community Health Center**Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	\$45,236

White Mountain Community Health Center**Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,285
2019	502-500891	Payment for Providers	45030203	\$11,285
			<i>Subtotal:</i>	\$22,570
			TOTAL:	\$2,915,402



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

Family Planning Services

RFA-2018-DPHS-03-FAMIL

RFA Name

RFA Number

Reviewer Names

	Bidder Name
1.	Community Action Program Belknap-Merrimack Counties, Inc.
2.	Concord Hospital, Family Health Center
3.	Coos Co. Family Health
4.	Equality Health Center
5.	Joan G. Lovering Health Care
6.	Lamprey Health Care, Inc.
7.	Manchester Community Health Center
8.	Mascoma Community Health Care, Inc.
9.	Planned Parenthood of Northern New England
10.	White Mountain Community Health Center

Pass/Fail	Maximum Points	Actual Points
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0

1. **Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc**
2. **Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS**
3. **Sarah McPhee, Program Planner, Disease Control, DPHS**
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doit

Denis Goulet
 Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are **retroactive** (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.


Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	\$431,864
Concord Hospital Family Health Center	\$259,098
Coos County Family Health	\$157,270
Equality Health Center	\$179,800
Joan G. Lovering Health Center	\$222,896
Lamprey Health Care	\$462,602
Manchester Community Health Center	\$265,086
Mascoma Community Health Care	\$200,000
Planned Parenthood of Northern New England	\$548,000
White Mountain Community Health Center	\$188,786
Total	\$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed \$2,915,402.00, nine (9) to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish extending to the right.

Denis Goulet

DG/mh
DoIT #2018-001

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-01)

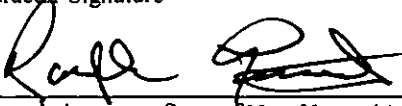
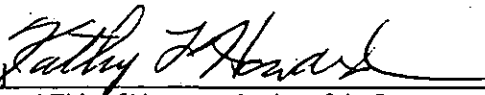
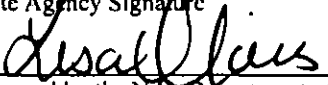
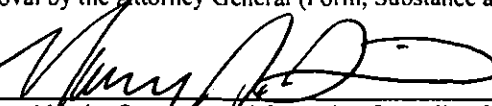
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH 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-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 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$431,864
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Merrimack On 10/10/2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.15.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace KATHY L. HOWARD Notary Public, New Hampshire My Commission Expires October 16, 2018			
1.14 State Agency Signatory  Date: 10/27/17		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/30/2017			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials RG
Date 10/10/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

- CDC – Centers for Disease Control and Prevention
- BPHCS – Bureau of Population Health and Community Services
- DHHS or Department – Department of Health and Human Services
- DPHS – Division of Public Health Services
- FPAR – Family Planning Annual Report
- FPER- Family Planning Encounter Record
- FPL – Federal Poverty Level
- FPP – Family Planning Program
- HIV – Human Immunodeficiency Virus
- HPP – Health Protection Plan
- IEC/BCC – Information, Education, Communication/Behavior Change Communication
- LARC – Long Acting Reversible Contraceptives
- STD – Sexual Transmitted Disease
- Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

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Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of seven hundred fifty (750) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

[Handwritten Signature]
10/10/17



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval

[Handwritten Signature]
Date 10/10/17



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
- 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
- 6.3.1. Any critical position is vacant for more than one month.
There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

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Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

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Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHSccontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Handwritten initials and date:
Contractor Initials: *AG*
Date: *10/20/17*

**Exhibit B-1 - Budget
Family Planning Funds**

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties, Inc.

Budget Request for: Family Planning Program
name of APP

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

Line Item	Yield Program Cost			Combinator Share / Match			Funded by DHHH applicant share		
	Direct Unencumbered	Indirect Funded	Yield	Direct Unencumbered	Indirect Funded	Yield	Direct Unencumbered	Indirect Funded	Yield
1. Total Salary/Wages	\$ 188,004.00	\$ 7,000.00	\$ 195,004.00	\$ 83,344.00	\$ 4,000.00	\$ 87,344.00	\$ 138,618.00	\$ -	\$ 138,618.00
2. Employee Benefits	\$ 27,860.00	\$ 3,081.00	\$ 30,941.00	\$ 12,850.00	\$ 2,081.00	\$ 14,931.00	\$ 15,000.00	\$ -	\$ 15,000.00
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,100.00	\$ -	\$ 2,100.00	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -
Lab	\$ 8,500.00	\$ -	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -
Pharmacy	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -
Miscellaneous	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -
6. Travel	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 41,338.00	\$ 450.00	\$ 41,788.00	\$ 11,338.00	\$ 450.00	\$ 11,788.00	\$ 30,000.00	\$ -	\$ 30,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,300.00	\$ 40.00	\$ 3,340.00	\$ 3,300.00	\$ 40.00	\$ 3,340.00	\$ -	\$ -	\$ -
Postage	\$ 800.00	\$ 70.00	\$ 870.00	\$ 800.00	\$ 70.00	\$ 870.00	\$ -	\$ -	\$ -
Subscriptions	\$ 350.00	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ 350.00	\$ -	\$ -	\$ -
Audit and Legal	\$ 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	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
12. Subcontract Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (include State mandatory)	\$ 335.00	\$ 325.00	\$ 660.00	\$ 335.00	\$ 325.00	\$ 660.00	\$ -	\$ -	\$ -
	\$ 723.00	\$ -	\$ 723.00	\$ 723.00	\$ -	\$ 723.00	\$ -	\$ -	\$ -
	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -
TOTAL	\$ 301,689.00	\$ 10,176.00	\$ 311,865.00	\$ 153,144.00	\$ 7,176.00	\$ 160,320.00	\$ 178,518.00	\$ -	\$ 178,518.00

Indirect As A Percent of Direct

311,778.00

Exhibit B-1 Budget

made *A-c*
Date *10/20/17*

**Exhibit B-2 - Budget
TANF Funds**

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

Bidder/Program Name: Community Action Program Bethel-Merrimack Counties, Inc.

Budget Request for: TANF

(Name of RFP)

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

Line Item	Total Program Cost			Commodity Based / Retail			Funded by TANF recipient share		
	Direct Indirect	Indirect Planned	Yield	Direct Indirect	Indirect Planned	Yield	Direct Indirect	Indirect Planned	Yield
1. Total Salary/Wages	30,454.00	1,750.00	30,204.00	-	-	-	30,454.00	1,750.00	30,204.00
2. Employee Benefits	4,111.00	297.00	4,408.00	-	-	-	4,111.00	297.00	4,408.00
3. Computers	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Furniture	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Replacement	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	800.00	-	800.00	-	-	-	800.00	-	800.00
7. Occupancy	500.00	-	500.00	-	-	-	500.00	-	500.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	1,400.00	-	1,400.00	-	-	-	1,400.00	-	1,400.00
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontract/Agency	-	-	-	-	-	-	-	-	-
13. Other (specific agency mandatory)	-	-	-	-	-	-	-	-	-
TOTAL	45,367.00	2,047.00	48,314.00	-	-	-	45,367.00	2,047.00	48,314.00

Indirect As A Percent of Direct

Exhibit B-2 Budget

WASH
CHK: *[Signature]*

**Exhibit B-3 - Budget
Family Planning Funds**

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

Bidder/Program Name: Community Action Program Bethel-Merrimack Counties, Inc.

Budget Request for: Family Planning Program
(Name of agency)

Budget Period: 7/1/2018 to 6/30/2019

Line Item	Total Program Goal			Committed Share / Match			Funded by DHS (optional split)		
	Original	Revised	Final	Original	Revised	Final	Original	Revised	Final
1 Total Salary/Wages	\$ 181,004.00	\$ 7,000.00	\$ 188,004.00	\$ 87,368.00	\$ 4,000.00	\$ 91,368.00	\$ 158,818.00	\$ -	\$ 158,818.00
2 Employee Benefits	\$ 27,850.00	\$ 2,081.00	\$ 29,931.00	\$ 12,850.00	\$ 2,081.00	\$ 14,931.00	\$ 15,000.00	\$ -	\$ 15,000.00
3 Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
4 Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5 Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,100.00	\$ -	\$ 2,100.00	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -
Lab	\$ 8,500.00	\$ -	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -
Pharmacy	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -
Medical	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
Office	\$ 850.00	\$ -	\$ 850.00	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -
6 Travel	\$ 850.00	\$ -	\$ 850.00	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -
7 Contingency	\$ 41,250.00	\$ 450.00	\$ 41,700.00	\$ 21,338.00	\$ 450.00	\$ 21,788.00	\$ 20,000.00	\$ -	\$ 20,000.00
8 Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,300.00	\$ 40.00	\$ 3,340.00	\$ 3,300.00	\$ 40.00	\$ 3,340.00	\$ -	\$ -	\$ -
Postage	\$ 500.00	\$ 70.00	\$ 570.00	\$ 500.00	\$ 70.00	\$ 570.00	\$ -	\$ -	\$ -
Subscriptions	\$ 350.00	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ 350.00	\$ -	\$ -	\$ -
Audit and Legal	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Insurance	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -
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	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
12 Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 536.00	\$ 536.00	\$ 1,072.00	\$ 536.00	\$ 536.00	\$ 1,072.00	\$ -	\$ -	\$ -
	\$ 728.00	\$ -	\$ 728.00	\$ 728.00	\$ -	\$ 728.00	\$ -	\$ -	\$ -
	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -
TOTAL	\$ 361,800.00	\$ 10,176.00	\$ 371,976.00	\$ 151,846.00	\$ 7,176.00	\$ 159,022.00	\$ 176,818.00	\$ -	\$ 176,818.00

Indirect As A Percent of Direct

Exhibit B-3 Budget

311,778.00
 Initial: *De*
 Date: *10/20/17*

**Exhibit B-4 - Budget
TANF Funds**

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Budget Program Name: Community Action Program Belknap-Merrimack Counties, Inc.											
Budget Request for: TANF											
Budget Period: 7/1/2018 to 6/30/2019											
Line Item	Total Program Cost			Continuing Items / Match			Funded by DSHS (Federal share)				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	34,454.00	1,750.00	36,204.00				34,454.00	1,750.00	36,204.00		
2. Employee Benefits	4,111.00	287.00	4,408.00				4,111.00	287.00	4,408.00		
3. Consultants											
4. Equipment											
- Rental											
- Repair and Maintenance											
- Purchase/Construction											
5. Supplies											
- Educational											
- Lab											
- Pharmacy											
- Medical											
- Office											
6. Travel	800.00		800.00				800.00		800.00		
7. Occupancy	500.00		500.00				500.00		500.00		
8. Current Expenses											
- Telephone											
- Printing											
- Subscriptions											
- Audit and Legal											
- Insurance											
- Repairs Expenses											
9. Indirects											
10. Merit/Incentive/Commodities	1,400.00		1,400.00				1,400.00		1,400.00		
11. Staff Education and Training											
12. Subgrants/Agreements											
13. Other (usually, details mandatory)											
TOTAL	43,347.00	2,037.00	45,384.00				43,347.00	2,037.00	45,384.00		

Exhibit B-4 Budget

Handwritten signature and date: *AS*
Date: *12/10/17*



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

[Handwritten Signature]
[Handwritten Date: 12/10/17]



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:
 - 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
 - 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.
 - 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

AG
Date *10/10/17*



Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

RQ

10/12/17



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

[Handwritten Signature]
Date *10/20/07*

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

10/10/2017
Date


Name: Ralph Littlefield
Title: Executive Director

Contractor Initials RL
Date 10/10/17



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

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

10/10/2017
Date


Name: Ralph Littlefield
Title: Executive Director



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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

[Handwritten Signature]
Date *12/2/07*



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

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

10/10/2017
Date


Name: Ralph Littlefield
Title: Executive Director





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

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

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

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

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

Exhibit G

Contractor Initials

A-C

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

Date

10/21/17

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:
Community Action Program Belknap-Merrimack Counties, Inc.

10/10/2017
Date


Name) Ralph Littlefield
Title: Executive Director

Exhibit G

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

Contractor Initials

AR

Date

10/10/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

10/10/2017
Date


Name: Ralph Littlefield
Title: Executive Director

Contractor Initials RL
Date 10/10/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

AE

10/20/17



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below;
 - 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/

AS
10/12/17



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

[Handwritten initials]

[Handwritten date: 12/12/17]



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

AR

12/10/17



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.

3/2014

Contractor Initials

[Handwritten initials]

Date

[Handwritten date]



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

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

10/27/17
Date

Community Action Program
Belknap-Merrimack Counties, Inc.
Name of the Contractor

Ralph Littlefield
Signature of Authorized Representative

Ralph Littlefield
Name of Authorized Representative

Executive Director
Title of Authorized Representative

10/10/2017
Date



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

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

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

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

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

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

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

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

10/10/2017
Date


Name: Ralph Littlefield
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 07-399-7504
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: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

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



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.

AE
12/20/07



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Services Contract**

This 2nd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), as amended by the Department on August 14, 2018, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$518,196.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Clinical Services Guidelines.
7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, Family Planning Information and Education Guidelines.
8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C,

MRS
6/11/2019

New Hampshire Department of Health and Human Services
Family Planning Services Contract



Amendment #2, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, Family Planning Performance Measure Definitions.
10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #2, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #2, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #2, Method and Conditions Precedent to Payment.

RAS
6/11/2019

New Hampshire Department of Health and Human Services
Family Planning Services Contract



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/13/19
Date

[Signature]
Name: Lisa Morris
Title: Director

Concord Hospital

6-11-2019
Date

[Signature]
Name: Robert P. Steigmeier
Title: President and CEO

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 6-11-2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Kathleen Lamontagne
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11/18/20



New Hampshire Department of Health and Human Services
Family Planning Services Contract



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

OFFICE OF THE ATTORNEY GENERAL

6/17/2019
Date

Nancy J. Smith
Name: *Nancy J. Smith*
Title: *Sr. Asst. Atty General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

[Handwritten Signature]

6/11/19



Exhibit A, Amendment #2

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand one hundred eighty (1,180) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
 - 4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

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6/11/19



Exhibit A, Amendment #2

4.6. Health Education Materials:

- 4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.
- 4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.
- 4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.6.5. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

- 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

- 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

Concord Hospital

Exhibit A, Amendment #2

Contractor Initials

MJL

RFA-2018-DPHS-03-FAMIL-02-A02

Page 3 of 5

Date 6/11/19



Exhibit A, Amendment #2

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

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6/11/19



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit A, Amendment #2

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.
- 8.3. Federal Reporting Requirements:
 - 8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).
- 8.4. State Clinical Reporting Requirements:
 - 8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

- 10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.
 - 10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

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6/11/19

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.
2. Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:
 - Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):
<http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf>
 - With supporting guidelines from:
US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): <https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm>
U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): <http://dx.doi.org/10.15585/mmwr.rr6504a1>
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>

Attachment A, Amendment #2

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.

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 (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- 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.

4. Assurance of confidentiality must be included for all sessions where services are provided.

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 webinar session(s) annually.
- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. <https://www.fpntc.org/resources/family-planning-basics-elearning>
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. <https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects>

II. Family Planning Clinical Services

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

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

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

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

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

Attachment A, Amendment #2

- Allergies
- Recent intercourse
- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

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

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

- b) Pregnancy intention or reproductive life plan. Ask questions such as:
 - Do you want to become a parent?
 - Do you have any children now?
 - Do you want to have (more) children?
 - How many (more) children would you like to have and when?
 - c) Contraceptive experiences and preferences
 - d) Sexual health assessment including:
 - Sexual practices: types of sexual activity the client engages in.
 - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
 - Pregnancy prevention: current, past, and future contraception options
 - Partners: number, gender, concurrency of the client's sex partners
 - Protection from STD: condom use, monogamy, and abstinence
 - Past STD history in client & partner (to the extent the client is aware)
 - History of needle use (drugs, steroids, etc.) by client or partner(s)
3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).
- a) Ensure that the client understands:
 - Method effectiveness
 - Correct use of the method
 - Non-contraceptive benefits

Attachment A, Amendment #2

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

B. 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.

Attachment A, Amendment #2

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.
 - a) Title X requires agencies to 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
 - b) 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

C. 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
 - b) Discussion of reproductive life plan
 - c) Sexual health assessment screening
 - d) Other screening services that include:
 - Obtain medical history
 - Screen for intimate partner violence
 - Screen for tobacco, alcohol, and substance use

Attachment A, Amendment #2

- 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)

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

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) Provide additional STD testing as indicated
- c) 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.

3. Treat client if positive for STD and his/her partner(s) 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.
4. Provide STD/HIV risk reduction counseling.

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:**
1. Medical History
 2. Cervical Cytology
 3. Clinical Breast Examination or discussion
 4. Mammography
 5. 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

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

- US Preventive Services Task Force (USPSTF) <http://www.uspreventiveservicestaskforce.org>.
- National Guidelines Clearinghouse (NGCH) <http://www.guideline.gov>.
 - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition.
https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) <http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services>
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines <http://www.cdc.gov/std/treatment/>.
- 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.
- American Society for Colposcopy and Cervical Pathology (ASCCP) <http://www.asccp.org>.
- American Society for Reproductive Medicine (ASRM) <http://www.asrm.org>.
- American Cancer Society. <http://www.cancer.org/>.
- North American Society of Pediatric and Adolescent Gynecology <http://www.naspag.org/>.
- Agency for Healthcare Research and Quality <http://www.ahrq.gov/clinic/cpgsix.htm>.
- Partners in Information Access for the Public Health Workforce <http://phpartners.org/guide.html>.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- ACOG Committee Opinions represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee Opinions provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, Obstetrics and Gynecology, Committee Opinions are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- Compendium of Selected Publications contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. Note – All ACOG materials can be purchases by calling 1-800-762-2264 or through the Bookstore on the ACOG Web site:
http://www.acog.org/Resources_And_Publications.

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- US Medical Eligibility for Contraceptive Use, 2016.
<http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm>
- AIDS info (DHHS) <http://www.aidsinfo.nih.gov/>.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. <http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299>
- 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>
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition.
<http://www.contraceptivetechnology.org/the-book/>
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- 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>.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: <http://www.cdc.gov/condomeffectiveness/index.html>

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: <http://www.asrm.org/>
- Centers for Disease Control & Prevention A to Z Index, <http://www.cdc.gov/az/b.html>
- Emergency Contraception Web site <http://ec.princeton.edu/>
- Office of Population Affairs: <http://www.hhs.gov/opa>
- Title X Statute <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations>
- Appropriations Language/Legislative Mandates <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates>.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations
https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions <http://www.hhs.gov/opa/regional-contacts>

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- 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.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an “ad hoc” basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- 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.
- 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.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community’s needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. 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.

Community education should serve to enhance 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. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
 - Assist with problem solving, i.e. how to increase male services; solve a “no show” problem, or improve customer service.
 - Offer feedback about your family planning program strengths and suggest areas needing improvement.



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- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Concord Hospital Family Health Center 6/11/2019
Agency Name Date

Attachment C, Amendment #2

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client-centered* and *non-coercive* manner in accordance with QFP and Title X requirements 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 for services 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 Title X program requirements and the most current *Quality Family Planning* (QFP). 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 for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in 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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New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, 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;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of 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
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), 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 C, Amendment #2

AGENCY NAME: _____
WORKPLAN COMPLETED BY: _____

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

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

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

SFY 20 Outcome

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

Through June 2021, FPP delegate agencies will provide services to:

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

SFY 21 Outcome

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

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

Performance Measure #5: 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

Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

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.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients,

Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

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

Performance Measure #7: 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.

Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Attachment C, Amendment #2

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

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

Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

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 #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** 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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INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling.</p> <p>SFY 20 Agency Target: SFY 21 Agency Target:</p>	<p>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.</p>
	EVALUATION ACTIVITIES	<p>SFY 20 Outcome: _____</p> <p>Numerator: _____ Denominator: _____</p>	
		<p>SFY 21 Outcome: _____</p> <p>Numerator: _____ Denominator: _____</p>	

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WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____ %
____ Target/Objective Met
Numerator: ____ %
Denominator: ____ %
____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY21*

____ Revised Workplan Attached (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____ %
____ Target/Objective Met
Numerator: ____ %
Denominator: ____ %
____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

ALH
6/11/19

Attachment C, Amendment #2

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection.</p> <p>State Minimum Target: 70%</p> <p>SFY 20 Target:</p> <p>SFY 21 Target:</p>	<p>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.</p>
		<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
	<p>EVALUATION ACTIVITIES</p>	<p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	

ML
6/11/19

Attachment C, Amendment #2

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

____ Target/Objective Met

Numerator: ____%

Denominator: ____%

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY21*

____ Revised Workplan Attached (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

____ Target/Objective Met

Numerator: ____%

Denominator: ____%

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

Attachment C, Amendment #2

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #4: 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)</p> <p>SFY 20 Target: _____</p> <p>SFY 21 Target: _____</p>	<p>Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.</p>
	EVALUATION ACTIVITIES	<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
		<p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	

AM
6/11/19

Attachment C, Amendment #2

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

____ Target/Objective Met

Numerator: ____%

Denominator: ____%

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY21*

____ Revised Workplan Attached (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

____ Target/Objective Met

Numerator: ____%

Denominator: ____%

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

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 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 positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

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

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

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

Denominator: Total number of clients served.

Data Source: Region I Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

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

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

Denominator: Total number of clients served.

Data Source: Region I Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: Numerator: Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives 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.

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

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

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

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

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 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 most effective contraceptive methods to reduce unintended pregnancy.

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

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

Data Source: Region I Data 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 LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

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

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: Region I Data 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, STD 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: Client Health Records

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: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings 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.**

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

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) Data Elements: Effective July 1, 2017	Additional Data Elements Proposed for FPAR 2.0:
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within 30 days of G&C approval:	
<ul style="list-style-type: none"> · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans 	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	Reporting Requirement:
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	<ul style="list-style-type: none"> · FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	<ul style="list-style-type: none"> · I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	Reporting Requirement:
August 31, 2020	<ul style="list-style-type: none"> · Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	<ul style="list-style-type: none"> · FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	<ul style="list-style-type: none"> · I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

Attachment F, Amendment #2

August 31, 2021	<ul style="list-style-type: none">· Patient Satisfaction Surveys· Outreach and Education Report· Annual Training Report· Work Plan Update/Outcome Report· Data Trend Tables (DTT)
TBD	2021 FPAR Data

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



6/11/19



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:
 - 4.1. Utilize budget forms as provided by the Department.
 - 4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.
 - 4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.
 - 4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.
 - 5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
 - 5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHSccontractbilling@dhhs.nh.gov



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit B, Amendment #2

-
- 5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
 8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

MS

6/11/19

State of New Hampshire

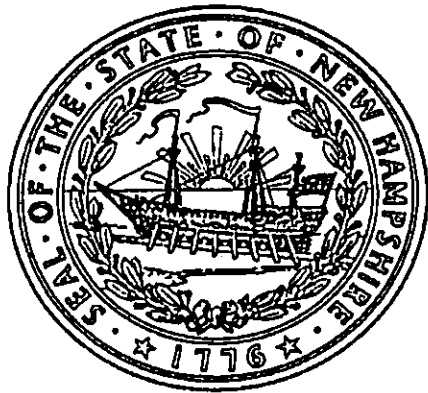
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. 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: 74948

Certificate Number : 0004488032



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE

I, William Chapman, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President
Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 11th day of June, 2019.

(Corporate seal)

William Chapman
Secretary

State of:

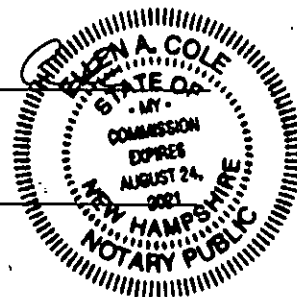
County of:

On this, the 11th day of June, 2019, before me a notary public, the undersigned officer, personally appeared William L. Chapman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Ellen A. Cole
Notary Public

My Commission expires:



(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2018

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.carrequest@Marsh.com	CONTACT NAME: _____	
	PHONE (A/C No. Ext): _____	FAX (A/C No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Granite Shield Insurance Exchange		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** NYC-009846662-18 **REVISION NUMBER:** 5

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	ADDC 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GSIE-PRIM-2019-101	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMPOP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			GSIE-PRIM-2019-101	01/01/2019	01/01/2020	SEE ABOVE

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

GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985. Each occurrence and aggregate limits are shared amongst The Granite Shield Exchange Hospitals.

CERTIFICATE HOLDER DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACTS AND PROCUREMENT UNIT 129 PLEASANT STREET CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Elizabeth Stapleton <i>Elizabeth Stapleton</i>
--	---

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CAPIREG-01

D.MCDONALD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2018

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

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

PRODUCER License # 1780862 HUB International New England 100 Central Street, Suite 201 Holliston, MA 01746	CONTACT NAME: Dan McDonald	
	PHONE (A/C, No, Ext): (508) 808-7293 FAX (A/C, No): (866) 235-7129 E-MAIL ADDRESS: dan.mcdonald@hubinternational.com	
INSURED Capital Region Healthcare Corporation Concord Hospital 250 Pleasant Street Concord, NH 03301	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Safety National Casualty Corporation	15105
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/PO AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SP4059434	10/01/2018	10/01/2019	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER

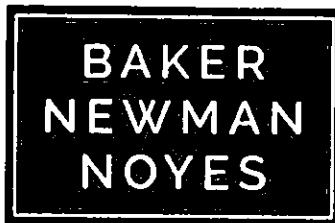
CANCELLATION

State of New Hampshire Department of Health and 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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Concord Hospital Mission Statement

Concord Hospital is a charitable organization which exists to meet the health needs of individuals within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability, or inability to pay for such services.



**Concord Hospital, Inc.
and Subsidiaries**

Audited Consolidated Financial Statements
and Additional Information

*Years Ended September 30, 2018 and 2017
With Independent Auditors' Report*

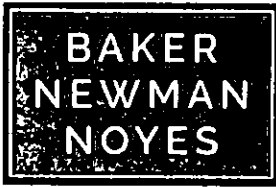
CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements and Additional Information

Years Ended September 30, 2018 and 2017

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INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2018 and 2017, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with 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 consolidated 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 consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 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 consolidated 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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2018 and 2017, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 5, 2018

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2018 and 2017

ASSETS
(In thousands)

	<u>2018</u>	<u>2017</u>
Current assets:		
Cash and cash equivalents	\$ 4,691	\$ 3,799
Short-term investments	30,553	7,552
Accounts receivable, less allowance for doubtful accounts of \$15,037 in 2018 and \$11,234 in 2017	70,261	51,344
Due from affiliates	659	634
Supplies	2,079	1,777
Prepaid expenses and other current assets	<u>5,262</u>	<u>5,855</u>
Total current assets	113,505	70,961
Assets whose use is limited or restricted:		
Board designated	297,243	290,686
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction funds	55,978	16,515
Donor-restricted funds and restricted grants	<u>40,431</u>	<u>40,350</u>
Total assets whose use is limited or restricted	393,652	347,551
Other noncurrent assets:		
Due from affiliates, net of current portion	768	1,223
Other assets	<u>13,344</u>	<u>15,052</u>
Total other noncurrent assets	14,112	16,275
Property and equipment:		
Land and land improvements	6,942	6,426
Buildings	195,301	190,585
Equipment	292,694	246,586
Construction in progress	<u>7,044</u>	<u>38,725</u>
	501,981	482,322
Less accumulated depreciation	<u>(332,923)</u>	<u>(305,312)</u>
Net property and equipment	<u>169,058</u>	<u>177,010</u>
	<u>\$ 690,327</u>	<u>\$ 611,797</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2018 and 2017
(In thousands)

	<u>2018</u>	<u>2017</u>
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	\$492,647	\$468,347
Provision for doubtful accounts	<u>(29,329)</u>	<u>(20,018)</u>
Net patient service revenue less provision for doubtful accounts	463,318	448,329
Other revenue	20,496	19,350
Disproportionate share revenue	14,327	12,717
Net assets released from restrictions for operations	<u>2,112</u>	<u>1,191</u>
Total unrestricted revenue and other support	500,253	481,587
Operating expenses:		
Salaries and wages	233,356	220,255
Employee benefits	52,130	51,723
Supplies and other	98,713	95,948
Purchased services	43,352	32,373
Professional fees	6,531	5,222
Depreciation and amortization	27,574	24,378
Medicaid enhancement tax	20,975	20,311
Interest expense	<u>4,873</u>	<u>2,918</u>
Total operating expenses	<u>487,504</u>	<u>453,128</u>
Income from operations	12,749	28,459
Nonoperating income:		
Unrestricted gifts and bequests	317	1,619
Investment income and other	12,878	10,476
Net periodic benefits cost, other than service cost	<u>(2,880)</u>	<u>(5,166)</u>
Total nonoperating income	<u>10,315</u>	<u>6,929</u>
Excess of revenues and nonoperating income over expenses	<u>\$ 23,064</u>	<u>\$ 35,388</u>

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2018 and 2017
(In thousands)

	<u>2018</u>	<u>2017</u>
Unrestricted net assets:		
Excess of revenues and nonoperating income over expenses	\$ 23,064	\$ 35,388
Net unrealized gains on investments	1,805	23,122
Net transfers (to) from affiliates	(35)	498
Net assets released from restrictions used for purchases of property and equipment	479	108
Pension adjustment	<u>7,599</u>	<u>13,098</u>
Increase in unrestricted net assets	32,912	72,214
Temporarily restricted net assets:		
Restricted contributions and pledges	1,357	1,423
Restricted investment income	1,078	682
Contributions to affiliates and other community organizations	(222)	(163)
Net unrealized gains on investments	158	1,864
Net assets released from restrictions for operations	(2,112)	(1,191)
Net assets released from restrictions used for purchases of property and equipment	<u>(479)</u>	<u>(108)</u>
(Decrease) increase in temporarily restricted net assets	(220)	2,507
Permanently restricted net assets:		
Restricted contributions and pledges	197	126
Unrealized gains on trusts administered by others	<u>48</u>	<u>395</u>
Increase in permanently restricted net assets	<u>245</u>	<u>521</u>
Increase in net assets	32,937	75,242
Net assets, beginning of year	<u>373,350</u>	<u>298,108</u>
Net assets, end of year	<u>\$406,287</u>	<u>\$373,350</u>

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2018 and 2017

(In thousands)

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities:		
Increase in net assets	\$ 32,937	\$ 75,242
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(1,554)	(1,549)
Depreciation and amortization	27,574	24,378
Net realized and unrealized gains on investments	(12,762)	(29,975)
Bond premium and issuance cost amortization	(317)	(75)
Provision for doubtful accounts	29,329	20,018
Equity in earnings of affiliates, net	(5,539)	(5,812)
(Gain) loss on disposal of property and equipment	(84)	202
Pension adjustment	(7,599)	(13,098)
Changes in operating assets and liabilities:		
Accounts receivable	(48,246)	(18,669)
Supplies, prepaid expenses and other current assets	291	(1,610)
Other assets	2,495	(3,702)
Due from affiliates	430	28
Accounts payable and accrued expenses	7,497	(1,411)
Accrued compensation and related expenses	1,066	2,750
Accrual for estimated third-party payor settlements	7,996	4,923
Accrued pension and other long-term liabilities	<u>(4,635)</u>	<u>(25,624)</u>
Net cash provided by operating activities	28,879	26,016
Cash flows from investing activities:		
Increase in property and equipment, net	(30,456)	(34,132)
Purchases of investments	(87,949)	(66,306)
Proceeds from sales of investments	31,793	72,671
Equity distributions from affiliates	<u>4,752</u>	<u>6,310</u>
Net cash used by investing activities	(81,860)	(21,457)
Cash flows from financing activities:		
Payments on long-term debt	(8,816)	(8,571)
Proceeds from issuance of long-term debt	62,004	-
Bond issuance costs	(670)	-
Change in short-term notes payable	(15)	(444)
Restricted contributions and pledges	<u>1,370</u>	<u>1,700</u>
Net cash provided (used) by financing activities	<u>53,873</u>	<u>(7,315)</u>
Net increase (decrease) in cash and cash equivalents	892	(2,756)
Cash and cash equivalents at beginning of year	<u>3,799</u>	<u>6,555</u>
Cash and cash equivalents at end of year	<u>\$ 4,691</u>	<u>\$ 3,799</u>

Supplemental disclosure:

At September 30, 2017, amounts totaling \$10,918 related to the purchase of property and equipment were included in accounts payable and accrued expenses.

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies

Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Region Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new entity. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, the Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic permanent and temporarily restricted funds, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2018 and 2017 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities independently and in cooperation with other entities.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC and CRHVC. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

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

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Concentration of Credit Risk

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts, including estimated uncollectible amounts from uninsured patients. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The Hospital's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total Hospital investments as of September 30, 2018 and 2017.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds with original maturities of three months or less, excluding assets whose use is limited or restricted.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or net realizable value.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under workers' compensation reserves and self-insurance escrows, designated assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for other purposes, and donor-restricted investments.

Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues and nonoperating income over expenses unless the income is restricted by donor or law. Gains and losses on investments are computed on a specific identification basis. Unrealized gains and losses on investments are excluded from the excess of revenues and nonoperating income over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe the declines are other-than-temporary.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are unrestricted. The System's interest in the fair value of the trust assets is included in assets whose use is limited and as permanently restricted net assets. Changes in the fair value of beneficial trust assets are reported as increases or decreases to permanently restricted net assets.

Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated (unrestricted) funds.

Endowment funds are identified as permanent in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Temporarily restricted funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act (UPMIFA)*, the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Accounts Receivable and the Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the System analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for doubtful accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the System analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for doubtful accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the System records a provision for doubtful accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The System's allowance for doubtful accounts for self-pay patients represented 82% and 71% of self-pay accounts receivable at September 30, 2018 and 2017, respectively. The total provision for the allowance for doubtful accounts was \$29,329 and \$20,018 for the years ended September 30, 2018 and 2017, respectively. The System also allocates a portion of the allowance and provision for doubtful accounts to charity care, which is not recorded as revenue. The System's self-pay bad debt writeoffs increased \$6,643, from \$20,787 in 2017 to \$27,430 in 2018. A substantial portion of the increase in self-pay bad debt write-offs is attributed to the System's provision for certain accounts in 2017 that were not formally written off until 2018.

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2018 and 2017, depreciation expense was \$27,574 and \$24,378, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. During 2018 and 2017, the Hospital capitalized \$167 and \$509, respectively, of interest expense relating to various construction projects. At September 30, 2018, the Hospital has outstanding construction commitments totaling approximately \$11.9 million for a new medical office building. Construction commenced in the Summer of 2018.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

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

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium and bond issuance costs are presented as a component of bonds payable.

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System uses an industry standard approach in calculating the costs associated with providing charity care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2018 and 2017 were approximately \$452 and \$278, respectively.

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Permanently restricted net assets have been restricted by donors to be maintained in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2018 and 2017, net patient service revenue in the accompanying consolidated statements of operations increased by approximately \$2,900 and \$1,300, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 34% and 5% and 32% and 5% of the Hospital's net patient service revenue for the years ended September 30, 2018 and 2017, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

The Hospital recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Hospital provides a discount approximately equal to that of its largest private insurance payors. On the basis of historical experience, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Hospital records a significant provision for doubtful accounts related to uninsured patients in the period the services are provided.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the System are reported at fair value at the date the promise is received. Conditional promises to give and intentions to give are reported at fair value at the date the condition is met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Excess of Revenues and Nonoperating Income Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for unrestricted contributions and pledges, the related philanthropy expenses and investment income which are recorded as nonoperating income.

The consolidated statements of operations also include excess of revenues and nonoperating income over expenses. Changes in unrestricted net assets which are excluded from excess of revenues and nonoperating income over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments other than trading securities or losses considered other than temporary, permanent transfers of assets to and from affiliates for other than goods and services, pension liability adjustments and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Estimated Workers' Compensation and Health Care Claims

The provision for estimated workers' compensation and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

Income Taxes

The Hospital, CRHCDC, CRHVC, and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately \$201 and \$217 for the years ended September 30, 2018 and 2017, respectively.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the System expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the System on October 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The System is evaluating the impact that ASU 2014-09 will have on its consolidated financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the System on October 1, 2020, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

In August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities (Topic 958)* (ASU 2016-14). Under ASU 2016-14, the existing three-category classification of net assets (i.e., unrestricted, temporarily restricted and permanently restricted) will be replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions". ASU 2016-14 also enhances certain disclosures regarding board designations, donor restrictions and qualitative information regarding management of liquid resources. In addition to reporting expenses by functional classifications, ASU 2016-14 will also require the financial statements to provide information about expenses by their nature, along with enhanced disclosures about the methods used to allocate costs among program and support functions. ASU 2016-14 is effective for the System's fiscal year ending September 30, 2019, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2016-14 on the System's consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)* (ASU 2016-18), which provides guidance on the presentation of restricted cash or restricted cash equivalents in the statement of cash flows. ASU 2016-18 will be effective for the System's fiscal year ended September 30, 2020, and early adoption is permitted. ASU 2016-18 must be applied using a retrospective transition method. The System is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

In March 2017, the FASB issued ASU No. 2017-07, *Compensation — Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost* (ASU 2017-07). ASU 2017-07 will require that an employer report the service cost component of net periodic pension cost in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net periodic pension cost are required to be presented in the income statement separately and outside a subtotal of income from operations, if one is presented. ASU 2017-07 is effective for the System on October 1, 2019, with early adoption permitted. The System adopted ASU 2017-07 during the year ended September 30, 2018, which resulted in a reclassification of \$5,166 of net periodic benefits costs, excluding service costs, from operating expenses to nonoperating expenses for the year ended September 30, 2017.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for the System on October 1, 2019, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-08 will have on its consolidated financial statements.

Reclassifications

Certain 2017 amounts have been reclassified to permit comparison with the 2018 consolidated financial statements presentation format.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and December 5, 2018, the date the consolidated financial statements were available to be issued.

2. **Transactions With Affiliates**

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2018 and 2017, transfers made to CRHC were \$(157) and \$(114), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were \$122 and \$612, respectively.

A brief description of affiliated entities is as follows:

- CRHSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Concord Regional Visiting Nurse Association, Inc. and Subsidiary (CRVNA) provides home health care services.
- Riverbend, Inc. provides behavioral health services.

Amounts due the System, primarily from joint ventures, totaled \$1,427 and \$1,857 at September 30, 2018 and 2017, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables (\$759 and \$810 at September 30, 2018 and 2017, respectively) with principal and interest (6.75% at September 30, 2018) payments due monthly. Interest income amounted to \$58 and \$52 for the years ended September 30, 2018 and 2017, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were \$222 and \$163 in 2018 and 2017, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

3. Investments and Assets Whose Use is Limited or Restricted

Short-term investments totaling \$30,553 and \$7,552 at September 30, 2018 and 2017, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	<u>2018</u>	<u>2017</u>
Board designated funds:		
Cash and cash equivalents	\$ 6,651	\$ 3,582
Fixed income securities	22,555	22,805
Marketable equity and other securities	248,760	243,906
Inflation-protected securities	<u>19,277</u>	<u>20,393</u>
	297,243	290,686
Held by trustee for workers' compensation reserves:		
Fixed income securities	2,937	4,120
Self-insurance escrows and construction funds:		
Cash and cash equivalents	10,912	1,740
Fixed income securities	33,593	2,209
Marketable equity securities	<u>8,536</u>	<u>8,446</u>
	53,041	12,395
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	5,459	5,937
Fixed income securities	1,832	1,848
Marketable equity securities	20,200	19,769
Inflation-protected securities	1,565	1,654
Trust funds administered by others	11,051	11,002
Other	<u>324</u>	<u>140</u>
	<u>40,431</u>	<u>40,350</u>
	<u>\$393,652</u>	<u>\$347,551</u>

Included in marketable equity and other securities above are \$172,826 and \$173,052 at September 30, 2018 and 2017, respectively, in so called alternative investments and collective trust funds. See also Note 14.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

3. Investments and Assets Whose Use is Limited or Restricted (Continued)

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	<u>2018</u>	<u>2017</u>
Unrestricted net assets:		
Interest and dividends	\$ 4,344	\$ 4,466
Investment income from trust funds administered by others	541	494
Net realized gains on sales of investments	<u>9,996</u>	<u>4,255</u>
	14,881	9,215
Restricted net assets:		
Interest and dividends	323	343
Net realized gains on sales of investments	<u>755</u>	<u>339</u>
	<u>1,078</u>	<u>682</u>
	 <u>\$ 15,959</u>	 <u>\$ 9,897</u>
Net unrealized gains on investments:		
Unrestricted net assets	\$ 1,805	\$ 23,122
Temporarily restricted net assets	158	1,864
Permanently restricted net assets	<u>48</u>	<u>395</u>
	 <u>\$ 2,011</u>	 <u>\$ 25,381</u>

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was \$1,779 and \$1,655 in 2018 and 2017, respectively.

Investment management fees expensed and reflected in nonoperating income were \$917 and \$851 for the years ended September 30, 2018 and 2017, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

3. Investments and Assets Whose Use is Limited or Restricted (Continued)

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2018 and 2017:

	<u>Less Than 12 Months</u>		<u>12 Months or Longer</u>		<u>Total</u>	
	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>
2018						
Marketable equity securities	\$ 1,743	\$ (234)	\$46,828	\$ (9,261)	\$48,571	\$ (9,495)
Fund-of-funds	27,194	(917)	-	-	27,194	(917)
Collective trust funds	-	-	14,062	(897)	14,062	(897)
	<u>\$28,937</u>	<u>\$ (1,151)</u>	<u>\$60,890</u>	<u>\$ (10,158)</u>	<u>\$89,827</u>	<u>\$ (11,309)</u>
2017						
Marketable equity securities	\$36,725	\$ (740)	\$13,064	\$ (6,119)	\$49,789	\$ (6,859)
Fund-of-funds	22,720	(332)	-	-	22,720	(332)
Collective trust funds	5,906	(94)	-	-	5,906	(94)
	<u>\$65,351</u>	<u>\$ (1,166)</u>	<u>\$13,064</u>	<u>\$ (6,119)</u>	<u>\$78,415</u>	<u>\$ (7,285)</u>

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes there are no securities that have suffered an other-than-temporary decline in value at September 30, 2018 and 2017.

4. Defined Benefit Pension Plan

The System has a noncontributory defined benefit pension plan (the Plan), covering all eligible employees of the System and subsidiaries. The Plan provides benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

The System accounts for its defined benefit pension plan under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

4. Defined Benefit Pension Plan (Continued)

The following table summarizes the Plan's funded status at September 30, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Funded status:		
Fair value of plan assets	\$ 235,752	\$ 233,739
Projected benefit obligation	<u>(267,072)</u>	<u>(277,075)</u>
	<u>\$ (31,320)</u>	<u>\$ (43,336)</u>
Activities for the year consist of:		
Benefit payments and administrative expenses paid	\$ 26,584	\$ 16,256
Net periodic benefit cost	11,582	14,283

The table below presents details about the System's defined benefit pension plan, including its funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	<u>2018</u>	<u>2017</u>
Change in benefit obligation:		
Projected benefit obligation at beginning of year	\$277,075	\$270,534
Service cost	8,702	9,138
Interest cost	11,991	10,662
Actuarial (gain) loss	(5,612)	1,047
Benefit payments and administrative expenses paid	(26,584)	(16,256)
Other adjustments to benefit cost	<u>1,500</u>	<u>1,950</u>
Projected benefit obligation at end of year	<u>\$267,072</u>	<u>\$277,075</u>
Change in plan assets:		
Fair value of plan assets at beginning of year	\$233,739	\$185,404
Actual return on plan assets	12,597	21,591
Employer contributions	16,000	43,000
Benefit payments and administrative expenses	<u>(26,584)</u>	<u>(16,256)</u>
Fair value of plan assets at end of year	<u>\$235,752</u>	<u>\$233,739</u>
Funded status and amount recognized in noncurrent liabilities at September 30	<u>\$ (31,320)</u>	<u>\$ (43,336)</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

4. Defined Benefit Pension Plan (Continued)

Amounts recognized as a change in unrestricted net assets during the years ended September 30, 2018 and 2017 consist of:

	<u>2018</u>	<u>2017</u>
Net actuarial loss (gain)	\$ 121	\$ (4,917)
Net amortized loss	(7,996)	(8,457)
Prior service credit amortization	<u>276</u>	<u>276</u>
 Total amount recognized	 <u>\$ (7,599)</u>	 <u>\$ (13,098)</u>

Pension Plan Assets

The fair values of the System's pension plan assets as of September 30, 2018 and 2017, by asset category are as follows (see Note 14 for level definitions). In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

	<u>2018</u> <u>Level 1</u>	<u>2017</u> <u>Level 1</u>
Short-term investments:		
Money market funds	\$ 31,447	\$ 41,294
Equity securities:		
Common stocks	10,188	9,575
Mutual funds – international	7,923	8,214
Mutual funds – domestic	49,090	45,874
Mutual funds – natural resources	4,478	5,061
Mutual funds – inflation hedge	8,325	8,303
Fixed income securities:		
Mutual funds – REIT	890	415
Mutual funds – fixed income	<u>15,522</u>	<u>15,670</u>
	127,863	134,406
 Funds measured at net asset value:		
Equity securities:		
Funds-of-funds	71,202	67,299
Collective trust funds	<u>36,687</u>	<u>32,034</u>
 Total investments at fair value	 <u>\$235,752</u>	 <u>\$233,739</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

4. Defined Benefit Pension Plan (Continued)

The target allocation for the System's pension plan assets as of September 30, 2018 and 2017, by asset category are as follows:

	<u>2018</u>		<u>2017</u>	
	<u>Target Allocation</u>	<u>Percentage of Plan Assets</u>	<u>Target Allocation</u>	<u>Percentage of Plan Assets</u>
Short-term investments	0-20%	13%	0-20%	18%
Equity securities	40-80%	64	40-80%	62
Fixed income securities	5-80%	7	5-80%	7
Other	0-30%	16	0-30%	13

The funds-of-funds are invested with ten investment managers and have various restrictions on redemptions. One manager holding amounts totaling approximately \$10 million at September 30, 2018 allows for semi-monthly redemptions, with 5 days' notice. One manager holding approximately \$7 million at September 30, 2018 allows for monthly redemptions, with 15 days' notice. Five managers holding amounts totaling approximately \$38 million at September 30, 2018 allow for quarterly redemptions, with notices ranging from 45 to 65 days. Two of the managers holding amounts of approximately \$11 million at September 30, 2018 allow for annual redemptions, with notice ranging from 60 to 90 days. One of the managers holding amounts of approximately \$5 million at September 30, 2018 allows for redemptions on a semi-annual basis, with a notice of 60 days. The redemption is further limited to 25% of the investment balance at each redemption period. The collective trust funds allow for daily or monthly redemptions, with notices ranging from 6 to 10 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%) or are subject to certain lock periods.

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

The System's investment policy for its pension plan is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

4. Defined Benefit Pension Plan (Continued)

Amounts included in expense during fiscal 2018 and 2017 consist of:

	<u>2018</u>	<u>2017</u>
Components of net periodic benefit cost:		
Service cost	\$ 8,702	\$ 9,138
Interest cost	11,991	10,662
Expected return on plan assets	(18,331)	(15,627)
Amortization of prior service credit and loss	7,720	8,160
Other adjustments to benefits cost	<u>1,500</u>	<u>1,950</u>
Net periodic benefit cost	<u>\$ 11,582</u>	<u>\$ 14,283</u>

The accumulated benefit obligations for the plan at September 30, 2018 and 2017 were \$251,736 and \$261,601, respectively.

	<u>2018</u>	<u>2017</u>
Weighted average assumptions to determine benefit obligation:		
Discount rate	4.63%	4.29%
Rate of compensation increase	3.00	3.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	4.29%	4.03%
Expected return on plan assets	7.75	7.75
Cash balance credit rate	5.00	5.00
Rate of compensation increase	3.00	2.00

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the plan's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2019 are as follows:

Actuarial loss	\$ 7,153	
Prior service credit	(247)	
		<u>\$ 6,906</u>

The System funds the pension plan and no contributions are made by employees. The System funds the plan annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plan in excess of the minimum required amount.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

4. Defined Benefit Pension Plan (Continued)

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund \$16,000 in cash contributions to the plan for the 2019 plan year.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

<u>Year Ended September 30</u>	<u>Pension Benefits</u>
2019	\$ 23,059
2020	15,039
2021	16,268
2022	17,339
2023	18,539
2024 – 2028	105,746

Effective September 26, 2018, the Plan entered into a group annuity contract with Pacific Life Insurance Company. The contract was purchased for certain retirees of the Plan. A total of 354 participants were entitled to receive benefits purchased under the contract. Annuity payments for participants will commence on January 1, 2019 and Pacific Life Insurance Company will assume the risk for participants entitled to receive benefits purchased under this contract. The Plan paid premiums totaling \$9,135 and \$9,241 in September 2018 and October 2018, respectively, relating to the purchase of the contract.

5. Estimated Third-Party Payor Settlements

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee schedule basis.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

5. Estimated Third-Party Payor Settlements (Continued)

Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% of net patient service revenues in State fiscal years 2018 and 2017. The amount of tax incurred by the System for 2018 and 2017 was \$20,975 and \$20,311, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded within unrestricted revenue and other support and amounted to \$14,327 in 2018 and \$12,717 in 2017, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 to 2014, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The Hospital is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee schedule basis.

Other

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, fee schedules, and prospectively determined rates.

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2015 for Medicare and Medicaid.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

6. Long-Term Debt and Notes Payable

Long-term debt consists of the following at September 30, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2017; interest of 5.0% per year and principal payable in annual installments. Installments ranging from \$2,010 to \$5,965 beginning October 2032, including unamortized original issue premium of \$7,530 in 2018	\$ 61,740	\$ -
2.0% to 5.0% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from \$1,543 to \$3,555 through 2043, including unamortized original issue premium of \$2,945 in 2018 and \$3,066 in 2017	41,805	43,091
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from \$1,860 to \$3,977 through 2024	13,079	16,786
1.3% to 5.6% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from \$2,737 to \$5,201 through 2026, including unamortized original issue premium of \$155 and \$175 in 2017	<u>22,325</u>	<u>26,289</u>
	138,949	86,166
Less unamortized bond issuance costs	(1,425)	(843)
Less current portion	<u>(9,061)</u>	<u>(8,822)</u>
	<u>\$128,463</u>	<u>\$ 76,501</u>

In December 2017, \$62,004 (including an original issue premium of \$7,794) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017, were issued to pay for the construction of a new medical office building. In addition, the Series 2017 Bonds reimbursed the Hospital for capital expenditures incurred in association with the construction of a parking garage and the construction of a medical office building, as well as routine capital expenditures.

In February 2013, \$48,631 (including an original issue premium of \$3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities.

In March 2011, \$49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

6. Long-Term Debt and Notes Payable (Continued)

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for the Series 2011, 2013A and B and 2017 Revenue Bonds. In addition, the gross receipts of the Hospital are pledged as collateral for the Series 2011, 2013A and B and 2017 Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The Hospital was in compliance with its debt covenants at September 30, 2018 and 2017.

The obligations of the Hospital under the Series 2017, Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to \$5,530 (including capitalized interest of \$167) and \$4,010 for the years ended September 30, 2018 and 2017, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 and thereafter are as follows:

2019	\$ 9,061
2020	7,385
2021	5,186
2022	5,339
2023	5,485
Thereafter	<u>95,863</u>
	<u>\$128,319</u>

7. Commitments and Contingencies

Malpractice Loss Contingencies

Prior to February 1, 2011, the System was insured against malpractice loss contingencies under claims made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. During 2017, the System paid to transfer its obligation for claims and incidents made and reported under the 2001-2011 policy period to a third party. Under the Loss Portfolio Transfer agreement, the third party assumed obligation for claims and incidents made and reported, including any closed incidents included on loss run reports that may ripen into a claim or suit and are subject to reopening.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

7. Commitments and Contingencies (Continued)

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2018, there were no known malpractice claims outstanding for the System, which, in the opinion of management will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which require loss accruals. The System has established reserves for unpaid claim amounts for Hospital and Physician Professional Liability and General Liability reported claims and for unreported claims for incidents that have been incurred but not reported. The amounts of the reserves total \$3,341 and \$1,995 at September 30, 2018 and 2017, respectively and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. At September 30, 2018, the System's interest in the captive represents approximately 58% of the captive. The System accounts for its investments in the captive under the equity method since control of the captive is shared equally between the participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately \$6,363 and \$5,400 at September 30, 2018 and 2017, respectively, in other noncurrent assets on the accompanying consolidated balance sheets. Changes in the System's interest are included in nonoperating income on the accompanying consolidated statements of operations

In accordance with ASU No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2018 and 2017, the Hospital recorded a liability of approximately \$1,000 and \$3,800, respectively, related to estimated professional liability losses. At September 30, 2018 and 2017, the Hospital also recorded a receivable of \$1,000 and \$3,800, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities and other assets, respectively, on the consolidated balance sheets.

Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$2,523 and \$2,455 at September 30, 2018 and 2017, respectively, have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled \$2,937 and \$4,120 at September 30, 2018 and 2017, respectively, and is included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

7. Commitments and Contingencies (Continued)

Litigation

The System is involved in litigation and regulatory investigations arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of \$440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2018 and 2017, have been recorded as a liability of \$6,724 and \$8,799, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2018 are as follows:

Year Ending September 30:	
2019	\$ 6,121
2020	4,845
2021	4,362
2022	3,632
2023	3,346
Thereafter	<u>14,240</u>
	<u>\$36,546</u>

Rent expense was \$6,616 and \$6,297 for the years ended September 30, 2018 and 2017, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

8. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at September 30:

	<u>2018</u>	<u>2017</u>
Health education and program services	\$ 15,481	\$ 15,970
Capital acquisitions	1,646	1,485
Indigent care	239	243
For periods after September 30 of each year	<u>214</u>	<u>102</u>
	<u>\$ 17,580</u>	<u>\$ 17,800</u>

Income on the following permanently restricted net asset funds is available for the following purposes at September 30:

	<u>2018</u>	<u>2017</u>
Health education and program services	\$ 17,759	\$ 17,595
Capital acquisitions	803	803
Indigent care	1,810	1,811
For periods after September 30 of each year	<u>275</u>	<u>193</u>
	<u>\$ 20,647</u>	<u>\$ 20,402</u>

9. Patient Service and Other Revenue

Net patient service revenue for the years ended September 30 is as follows:

	<u>2018</u>	<u>2017</u>
Gross patient service charges:		
Inpatient services	\$ 538,592	\$ 488,730
Outpatient services	641,817	609,993
Physician services	177,347	168,161
Less charitable services	<u>(12,021)</u>	<u>(8,547)</u>
	1,345,735	1,258,337
Less contractual allowances and discounts:		
Medicare	(487,941)	(456,339)
Medicaid	(98,632)	(110,816)
Other	<u>(267,214)</u>	<u>(223,077)</u>
	<u>(853,787)</u>	<u>(790,232)</u>
Total Hospital net patient service revenue (net of contractual allowances and discounts)	491,948	468,105
Other entities	<u>699</u>	<u>242</u>
	<u>\$ 492,647</u>	<u>\$ 468,347</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

9. Patient Service and Other Revenue (Continued)

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2018 and 2017 from these major payor sources, is as follows for the Hospital. The provision for doubtful accounts for subsidiaries of the Hospital was not significant in 2018 and 2017.

	Hospital			Net Patient Service Revenues Less Provision for Doubtful Accounts
	<u>Gross Patient Service Revenues</u>	<u>Contractual Allowances and Discounts</u>	<u>Provision for Doubtful Accounts</u>	
<u>2018</u>				
Private payors (includes coinsurance and deductibles)	\$ 527,965	\$(236,785)	\$(17,106)	\$274,074
Medicaid	134,761	(112,341)	-	22,420
Medicare	654,270	(487,941)	(4,887)	161,442
Self-pay	<u>28,739</u>	<u>(16,720)</u>	<u>(7,329)</u>	<u>4,690</u>
	<u>\$1,345,735</u>	<u>\$(853,787)</u>	<u>\$(29,322)</u>	<u>\$462,626</u>
<u>2017</u>				
Private payors (includes coinsurance and deductibles)	\$ 494,628	\$(209,601)	\$ (9,878)	\$275,149
Medicaid	132,747	(110,816)	-	21,931
Medicare	604,179	(456,339)	(2,509)	145,331
Self-pay	<u>26,783</u>	<u>(13,476)</u>	<u>(7,652)</u>	<u>5,655</u>
	<u>\$1,258,337</u>	<u>\$(790,232)</u>	<u>\$(20,039)</u>	<u>\$448,066</u>

10. Functional Expenses

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	<u>2018</u>	<u>2017</u>
Health care services	\$357,294	\$325,471
General and administrative	76,788	80,050
Depreciation and amortization	27,574	24,378
Medicaid enhancement tax	20,975	20,311
Interest expense	<u>4,873</u>	<u>2,918</u>
	<u>\$487,504</u>	<u>\$453,128</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

10. Functional Expenses (Continued)

Fundraising related expenses were \$946 and \$940 for the years ended September 30, 2018 and 2017, respectively.

11. Charity Care and Community Benefits (Unaudited)

The Hospital maintains records to identify and monitor the level of charity care it provides. The Hospital provides traditional charity care, as well as other forms of community benefits. The estimated cost of all such benefits provided is as follows for the years ended September 30:

	<u>2018</u>	<u>2017</u>
Community health services	\$ 2,131	\$ 2,150
Health professions education	3,596	4,398
Subsidized health services	40,595	40,320
Research	91	83
Financial contributions	605	752
Community building activities	8	45
Community benefit operations	58	97
Charity care costs (see Note 1)	<u>4,528</u>	<u>3,669</u>
	<u>\$51,612</u>	<u>\$51,514</u>

In addition, the Hospital incurred estimated costs for services to Medicare and Medicaid patients in excess of the payment from these programs of \$85,512 and \$88,830 in 2018 and 2017, respectively.

12. Concentration of Credit Risk

The Hospital grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	<u>2018</u>	<u>2017</u>
Patients	9%	10%
Medicare	36	33
Anthem Blue Cross	16	14
Cigna	3	3
Medicaid	10	13
Commercial	23	25
Workers' compensation	<u>3</u>	<u>2</u>
	<u>100%</u>	<u>100%</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 13,300 in 2018 and 20,800 in 2017. The volunteers provide various nonspecialized services to the Hospital, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

14. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2018 and 2017. In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

14. Fair Value Measurements (Continued)

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2018</u>				
Cash and cash equivalents	\$ 53,575	\$ -	\$ -	\$ 53,575
Fixed income securities	60,917	-	-	60,917
Marketable equity and other securities	104,670	-	-	104,670
Inflation-protected securities and other	21,166	-	-	21,166
Trust funds administered by others	<u>-</u>	<u>-</u>	<u>11,051</u>	<u>11,051</u>
	<u>\$240,328</u>	<u>\$ -</u>	<u>\$11,051</u>	<u>251,379</u>
Funds measured at net asset value:				
Marketable equity and other securities				<u>172,826</u>
				<u>\$424,205</u>
<u>2017</u>				
Cash and cash equivalents	\$ 18,811	\$ -	\$ -	\$ 18,811
Fixed income securities	30,982	-	-	30,982
Marketable equity and other securities	99,069	-	-	99,069
Inflation-protected securities and other	22,187	-	-	22,187
Trust funds administered by others	<u>-</u>	<u>-</u>	<u>11,002</u>	<u>11,002</u>
	<u>\$171,049</u>	<u>\$ -</u>	<u>\$11,002</u>	182,051
Funds measured at net asset value:				
Marketable equity and other securities				<u>173,052</u>
				<u>\$355,103</u>

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated balance sheets and statements of operations.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

14. Fair Value Measurements (Continued)

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2018 and 2017:

	<u>Trust Funds Administered by Others</u>
Balance at September 30, 2016	\$ 10,607
Net realized and unrealized gains	<u>395</u>
Balance at September 30, 2017	11,002
Net realized and unrealized gains	<u>49</u>
Balance at September 30, 2018	<u>\$ 11,051</u>

The table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	<u>Fair Value</u>	<u>Unfunded Commit- ments</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
September 30, 2018:				
Funds-of-funds	\$ 15,060	\$ -	Semi-monthly	5 days
Funds-of-funds	10,300	-	Monthly	15 days
Funds-of-funds	52,984	-	Quarterly	45 - 65 days
Funds-of-funds	19,348	-	Annual	60 - 90 days
Funds-of-funds	8,342	-	Semi-annual	60 days***
Funds-of-funds	2,033	4,412	Illiquid	N/A
Collective trust funds	14,062	-	Daily	10 days
Collective trust funds	50,697	-	Monthly	6 - 10 days
September 30, 2017:				
Funds-of-funds	\$ 13,948	\$ -	Semi-monthly	5 days
Funds-of-funds	10,634	-	Monthly	15 days
Funds-of-funds	58,988	-	Quarterly	45 - 65 days
Funds-of-funds	18,219	-	Annual	60 - 90 days*
Funds-of-funds	7,232	-	Three year rolling	60 days**
Funds-of-funds	362	3,411	Illiquid	N/A
Collective trust funds	5,906	-	Daily	10 days
Collective trust funds	57,763	-	Monthly	6 - 10 days

- * Certain funds are subject to a 2 year lock period before annual redemption can occur.
- ** Subject to a 3 year rolling lock. This fund also has a special redemption right that allows the Hospital to liquidate 10% of the investment on March 1 of each year, with 30 days' notice.
- *** Limited to 25% of the investment balance at each redemption.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

14. Fair Value Measurements (Continued)

Investment Strategies

Fixed Income Securities

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

Marketable Equity and Other Securities

The primary purpose of marketable equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total marketable equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. Collective trust funds are generally valued based on the proportionate share of total fund net assets.

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions and is estimated using the net asset value per share of the fund. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

The Hospital has committed to invest up to \$13,747 between six investment managers, and had funded \$2,057 of that commitment as of September 30, 2018. As these investments are made, the Hospital reallocates resources from its current investments resulting in an asset allocation shift within the investment pool.

Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

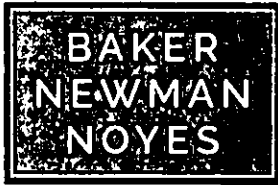
CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017
(In thousands)

14. Fair Value Measurements (Continued)

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to \$138,949 and \$155,435, respectively, at September 30, 2018, and \$86,166 and \$102,286, respectively, at September 30, 2017.



**INDEPENDENT AUDITORS' REPORT
ON ADDITIONAL INFORMATION**

The Board of Trustees
Concord Hospital, Inc.

We have audited the consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System) as of and for the years ended September 30, 2018 and 2017, and have issued our report thereon, which contains an unmodified opinion on those consolidated financial statements. See page 1. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information is presented for purposes of additional analysis rather than to present the financial position, results of operations and cash flows of the individual entities and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with 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 consolidated financial statements as a whole.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 5, 2018

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATING BALANCE SHEET
(With Consolidated Totals for September 30, 2017)

September 30, 2018

ASSETS
(In thousands)

	2018				Consolidated	2017 Consolidated
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures-Corporation	Eliminations		
Current assets:						
Cash and cash equivalents	\$ 4,676	\$ -	\$ 15	\$ -	\$ 4,691	\$ 3,799
Short-term investments	30,553	-	-	-	30,553	7,552
Accounts receivable, net	69,914	(30)	377	-	70,261	51,344
Due from affiliates	659	5,543	-	(5,543)	659	634
Supplies	1,979	-	100	-	2,079	1,777
Prepaid expenses and other current assets	4,977	211	74	-	5,262	5,855
Total current assets	112,758	5,724	566	(5,543)	113,505	70,961
Assets whose use is limited or restricted:						
Board designated	297,243	-	-	-	297,243	290,686
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction funds	55,978	-	-	-	55,978	16,515
Donor-restricted funds and restricted grants	40,431	-	-	-	40,431	40,350
Total assets whose use is limited or restricted	393,652	-	-	-	393,652	347,551
Other noncurrent assets:						
Due from affiliates, net of current portion	15,005	-	-	(14,237)	768	1,223
Other assets	10,715	-	2,629	-	13,344	15,052
Total other noncurrent assets	25,720	-	2,629	(14,237)	14,112	16,275
Property and equipment:						
Land and land improvements	6,669	273	-	-	6,942	6,426
Buildings	159,768	35,500	33	-	195,301	190,585
Equipment	287,858	2,687	2,149	-	292,694	246,586
Construction in progress	7,044	-	-	-	7,044	38,725
	461,339	38,460	2,182	-	501,981	482,322
Less accumulated depreciation	(303,712)	(27,254)	(1,957)	-	(332,923)	(305,312)
Net property and equipment	157,627	11,206	225	-	169,058	177,010
	\$ 689,757	\$ 16,930	\$ 3,420	\$(19,780)	\$ 690,327	\$ 611,797

LIABILITIES AND NET ASSETS
(In thousands)

	2018					2017 Consol- idated
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures- Corporation	Elimi- nations	Consol- idated	
Current liabilities:						
Short-term notes payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15
Accounts payable and accrued expenses	36,059	23	108	-	36,190	39,611
Accrued compensation and related expenses	26,613	-	33	-	26,646	25,580
Due to affiliates	5,543	-	-	(5,543)	-	-
Accrual for estimated third-party payor settlements	35,378	-	-	-	35,378	27,382
Current portion of long-term debt	<u>9,061</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>9,061</u>	<u>8,822</u>
Total current liabilities	112,654	23	141	(5,543)	107,275	101,410
Long-term debt, net of current portion	128,463	14,237	-	(14,237)	128,463	76,501
Accrued pension and other long-term liabilities	<u>48,302</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>48,302</u>	<u>60,536</u>
Total liabilities	289,419	14,260	141	(19,780)	284,040	238,447
Net assets:						
Unrestricted	362,111	2,670	3,279	-	368,060	335,148
Temporarily restricted	17,580	-	-	-	17,580	17,800
Permanently restricted	<u>20,647</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,647</u>	<u>20,402</u>
Total net assets	<u>400,338</u>	<u>2,670</u>	<u>3,279</u>	<u>-</u>	<u>406,287</u>	<u>373,350</u>
	<u>\$ 689,757</u>	<u>\$ 16,930</u>	<u>\$ 3,420</u>	<u>\$(19,780)</u>	<u>\$ 690,327</u>	<u>\$ 611,797</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF OPERATIONS
(With Consolidated Totals for September 30, 2017)

Year Ended September 30, 2018

(In thousands)

	2018				Consolidated	2017 Consolidated
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures- Corporation	Eliminations		
Unrestricted revenue and other support:						
Net patient service revenue, net of contractual allowances and discounts	\$ 491,948	\$ -	\$ 699	\$ -	\$ 492,647	\$ 468,347
Provision for doubtful accounts	(29,322)	-	(7)	-	(29,329)	(20,018)
Net patient service revenue less provision for doubtful accounts	462,626	-	692	-	463,318	448,329
Other revenue	13,530	5,444	5,571	(4,049)	20,496	19,350
Disproportionate share revenue	14,327	-	-	-	14,327	12,717
Net assets released from restrictions for operations	2,112	-	-	-	2,112	1,191
Total unrestricted revenue and other support	492,595	5,444	6,263	(4,049)	500,253	481,587
Operating expenses:						
Salaries and wages	232,432	-	398	526	233,356	220,255
Employee benefits	51,885	-	128	117	52,130	51,723
Supplies and other	99,918	1,654	315	(3,174)	98,713	95,948
Purchased services	43,184	704	109	(645)	43,352	32,373
Professional fees	6,531	-	-	-	6,531	5,222
Depreciation and amortization	26,082	1,477	15	-	27,574	24,378
Medicaid enhancement tax	20,975	-	-	-	20,975	20,311
Interest expense	4,873	873	-	(873)	4,873	2,918
Total operating expenses	485,880	4,708	965	(4,049)	487,504	453,128
Income from operations	6,715	736	5,298	-	12,749	28,459
Nonoperating income:						
Unrestricted gifts and bequests	317	-	-	-	317	1,619
Investment income and other	12,878	-	-	-	12,878	10,476
Net periodic benefits cost, other than service cost	(2,880)	-	-	-	(2,880)	(5,166)
Total nonoperating income	10,315	-	-	-	10,315	6,929
Excess of revenues and nonoperating income over expenses	\$ 17,030	\$ 736	\$ 5,298	\$ -	\$ 23,064	\$ 35,388

CONCORD HOSPITAL
BOARD OF TRUSTEES
2019

Valerie Acres, Esq.
Sol Asmar, **Chair**
Frederick Briccetti, MD
William Chapman, Esq., **Secretary**
Michelle Chicoine
Peter Cook
Philip Emma, **Vice Chair**
Rosemary Heard
Lucy Karl, Esq.
Peter Noordsij, MD
Manisha Patel, DDS
David Ruedig
Muriel Schadee, CPA
Robert Segal
Lon Setnik, MD (ex-officio, CH Medical Staff President)
Robert Steigmeyer, **President/CEO** (ex-officio)
David Stevenson, MD
Jeffrey Towle

Treasurer (not Member of the Board):
Scott W. Sloane

Martha E. Seery

CAREER HISTORY:

2014 – Present	Concord Hospital Concord, NH	Administrative Director NH Dartmouth Family Medicine Residency, Concord Hospital Family Health Center Center for Integrative Medicine
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Responsible for maintaining the balance of academic, clinical and managerial operations, ensuring that all staffs are working at optimal levels of performance, performance metrics are understood, monitored, and achieved, budgets are developed and maintained in order to sustain operations in a fiscally viable manner, patient satisfaction levels and employee engagement levels are excellent, and ultimately ensure that the mission, vision, and values are upheld. Practice Management curriculum coordinator.

2007 – 2014	Concord Hospital	Administrative Director NH Dartmouth Family Medicine Residency
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2003 - 2007	Concord Hospital	Manager NH Dartmouth Family Medicine Residency
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1989 – 2002	Elliot Health System Elliot Hospital Manchester, NH	Director, Demand Management 1992 - 2002 Physician Services Coordinator 1989 - 1992
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1988- 1989	Elliot Health Systems Northeast Health Services	Supervisor
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1983 – 1987	Computervision Corporation Manchester, NH	Data Coordinator
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EDUCATION:	Bachelor of Science Candidate Southern NH University	
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KAREN M. DECKER-GENDRON, M.A., M.S.N., CAGS, CRC, RN, CNL

**NURSING
EXPERIENCE:**

April 2019 – Present Concord Hospital Family Health Center
Clinical Manager
August 2014-April 2019 Clinical Nurse Leader

**PROFESSIONAL
EXPERIENCE:**

July 2009-
January 2013 The State of New Hampshire Concord, NH
Division of Vocational Rehabilitation
Vocational Rehabilitation Supervisor-Benefits Unit
Self-Employment Coordinator

July 2004-
June 2009 The State of New Hampshire Concord, NH
Division of Vocational Rehabilitation
Department of Health and Human Services
TANF Medical Assessment Project Supervisor

November 1996-
July 2004 The State of New Hampshire Concord, NH
Division of Vocational Rehabilitation
Rehabilitation Counselor II

January 1995-
November 1996 The Mental Health Center of Greater Manchester, Manchester, NH
Reaching for Autonomy Program
Clinical Case Manager

August 1993-
January 1995 The State of New Hampshire, Manchester, NH
Division of Vocational Rehabilitation
Project Network-NH
Rehabilitation Counselor II; Mental Health Specialist

EDUCATION: University of New Hampshire, Durham, NH
Master of Science-Direct Entry Master's of Nursing Program
Graduation Date: July, 2014
Assumption College, Worcester, MA
Master of Arts/C.A.G.S. in Rehabilitation Counseling
Graduation Date: May, 1993
Bachelor of Arts in Biology
Bachelor of Arts in Social and Rehabilitation Services
Graduation Date: May, 1991

AFFILIATIONS: Member National Rehabilitation Association (1993-2012)
Member New Hampshire Rehabilitation Association (1993-2012)
Certified Rehabilitation Counselor (1993-2023)
Member Sigma Theta Tau (Present)
Certified Clinical Nurse Leader (2014-2019)

Danielle M Goulette, BSN, RN, CLC

EDUCATION: Saint Joseph's College of Maine, Standish, ME
May 2010 Bachelor of Science in Nursing

WORK

EXPERIENCE: Concord Hospital Family Health Center, Concord, NH
March 2014- present Prenatal Nurse Coordinator responsibilities

August 2013- March 2014 Clinical Leader responsibilities

October 2011 - present Clinical responsibilities

March 2011- July 2015 Bedford Hills Care and Rehabilitation Center, Bedford, NH
Staff Registered Nurse

September 2010- March 2011 St. Vincent de Paul Nursing and Rehab Center, Berlin, NH
Staff Registered Nurse

LEADERSHIP

TRAINING: Concord Hospital, Concord, NH

November 2013 Your Leadership Journey
January 2014 Coaching for Peak Performance
February 2014 Improving Performance
March 2014 Crucial Conversations; Situational Leadership

CERTIFICATIONS:

2004 – present	Cardiopulmonary Resuscitation (CPR)	American Heart Association
2016- present	Certified Lactation Counselor (CLC)	Academy of Lactation Policy and Practice
2012-2015	Certified Breastfeeding Educator	The Rising Star
2011	Intravenous (IV) Certification	Omnicare of New Hampshire
	Electrocardiogram (EKG) Certification	

SUZANNE WILLIAMS

EXPERIENCE

CONCORD HOSPITAL, Concord, NH

Practice Manager, Family Health Center 2008- Present

CIGNA HEALTHCARE, Hooksett, NH

Employer Services Operations Manager 2001-2008

Member Services Call Center Manager 1998-2000

Member Services Supervisor 1996-1998

HEALTHSOURCE, Concord, NH

Member Services Representative/Team Leader 1991-1996

Welcome Plan Representative 1988-1991

EDUCATION

Franklin Pierce College, Concord, NH, 1988-2000

Beth L. Koester M.D.

PROFESSIONAL EXPERIENCE

Concord Hospital Family Health Center Medical Director	Concord, NH October 16, 2017
UMass Memorial Medical Center Chief of Service, Family Medicine Hospitalist Division	Worcester, MA 2013- October 2017
Penobscot Bay Medical Center Chair, Hospitalist Department	Rockport, ME 2011-2013
Penobscot Bay Medical Center President of the Medical Staff	Rockport, ME 2010-2012
Penobscot Bay Medical Center Chair, Department of Family Practice	Rockport, ME 2006-2010
Penobscot Bay Medical Center Hospitalist	Rockport, ME 2010-2013
Beth L. Koester MD Private, solo-practice physician	Camden, ME 2001-2010
St. Mary's Family Health Center Employed family physician	Poland, ME 1998-2001

EDUCATION

Carnegie Mellon University, Heinz College <i>Master of Medical Management (MMM)</i>	Pittsburgh, PA May 2014
University of Massachusetts Medical School <i>Doctor of Medicine (MD)</i>	Worcester, MA June 1995
Massachusetts Institute of Technology <i>Master of Science (SM), Electrical Engineering and Computer Science</i>	Cambridge, MA June 1984
University of Lowell <i>Bachelor of Science Summa cum Laude (BS), Electrical Engineering</i>	Lowell, MA May 1981

POST DOCTORAL TRAINING

Marquette General Hospital, College of Human Medicine, Michigan State University Family Practice Resident	Marquette, MI 1995-1998
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BOARD CERTIFICATION

American Board of Family Medicine	Initial certification 1998; re-certified 2004, 2014
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Concord Hospital Family Health Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Martha Seery	Administrative Director	\$129,012.00	10%	\$12,901.00
Karen Decker-Gendron, RN	Clinical Manager	90,000.00	15%	13,501.00
Daniella Goulette, RN	Prenatal Coordinator	66,209.00	30%	19,863.00
Suzanne Williams	Practice Manager	92,355.00	15%	13,853.00
Beth Koester, MD	Medical Director	195,000.00	10%	19,500.00

**New Hampshire Department of Health and Human Services
Family Planning Services Contract**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract**

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") dated this 20th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to adjust budget line items within the price limitation with no changes to the scope of work and no change to the price limitation; and

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

1. Delete Exhibit B-3, Budget Family Planning Funds in its entirety and replace with Exhibit B-3, Budget Family Planning Funds Amendment #1.
2. Add Exhibit K, DHHS Information Security Requirements

New Hampshire Department of Health and Human Services
Family Planning Services Contract



This amendment shall be effective upon the date of ~~Governor and Executive Council approval.~~ ^{Department of Health and Human Services}
IN WITNESS WHEREOF, the parties have set their hands as of the date written below, *A.A.B.*

State of New Hampshire
Department of Health and Human Services

8/6/18
Date

[Signature]

Lisa Morris, MSSW
Director

Concord Hospital Inc.

7/25/2018
Date

[Signature]

Name: Robert P. Steigmeyer
Title: President and CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 7/25/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]

Signature of Notary Public or Justice of the Peace

Kathleen G Lamontagne
Name and Title of Notary or Justice of the Peace



My Commission Expires: 11/18/2020

**New Hampshire Department of Health and Human Services
Family Planning Services Contract**



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

I hereby certify that the foregoing Amendment was approved by Department of Health and Human Services, Contracts Unit on: 8/14/2018 (date)

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF CONTRACTS AND PROCUREMENT

8/14/2018
Date

E.M. Reinemann for E.M. Reinemann
E. Maria Reinemann
Director

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Family Planning Services

Budget Period: July 1, 2016 - June 30, 2019 (3FY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Provided by DPHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 581,783.44	\$ -	\$ 581,783.44	\$ 510,236.44	\$ -	\$ 510,236.44	\$ 71,517.00	\$ -	\$ 71,517.00
2. Employee Benefits	\$ 145,437.00	\$ -	\$ 145,437.00	\$ 127,558.00	\$ -	\$ 127,558.00	\$ 17,879.00	\$ -	\$ 17,879.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 4,622.00	\$ -	\$ 4,622.00	\$ -	\$ -	\$ -	\$ 4,622.00	\$ -	\$ 4,622.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Schwarz	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific state-mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 734,311.44	\$ -	\$ 734,311.44	\$ 637,364.44	\$ -	\$ 637,364.44	\$ 96,917.00	\$ -	\$ 96,917.00

Indirect As A Percent of Direct

0.0%

Contractor Initials: MIB
 Date: 7/25/2016

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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7/25/2018



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



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

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7/25/2018



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

MP



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



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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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.

ADD

7/25/18



Exhibit K

DHHS Information Security Requirements

- 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



21A amended

October 24, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed \$2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	\$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	\$259,098
Coos County Family Health	Berlin, NH	155327-B001	\$157,270
Equality Health Center	Concord, NH	257562-B001	\$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	\$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	\$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	\$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	\$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	\$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	\$188,786
		Total:	\$2,915,402

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)

**No Federal Funds (100% General Funds)

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

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures 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. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) 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;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

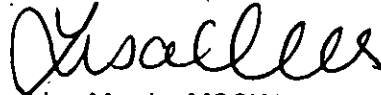
Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

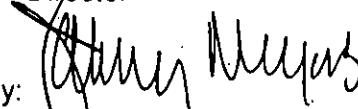
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner

State of New Hampshire
 Department of Health and Human Services
 Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
 SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217

FAIN# FPHPA016248

69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc.

Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			<i>Subtotal:</i>	\$341,236

Concord Hospital

Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$96,517
2019	102-500731	Contracts for Program Services	90080203	\$96,517
			<i>Subtotal:</i>	\$193,034

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$66,274
2019	102-500731	Contracts for Program Services	90080203	\$66,274
			<i>Subtotal:</i>	\$132,548

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$78,400
2019	102-500731	Contracts for Program Services	90080203	\$78,400
			<i>Subtotal:</i>	\$156,800

Joan G. Loving Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$99,948
2019	102-500731	Contracts for Program Services	90080203	\$99,948
			<i>Subtotal:</i>	\$199,896

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$201,582
2019	102-500731	Contracts for Program Services	90080203	\$201,582
			<i>Subtotal:</i>	\$403,164

Manchester Community Health Center

Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$109,925
2019	102-500731	Contracts for Program Services	90080203	\$109,925
			<i>Subtotal:</i>	<i>\$219,850</i>

Mascoma Community Health Center

Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$77,382
2019	102-500731	Contracts for Program Services	90080203	\$77,382
			<i>Subtotal:</i>	<i>\$154,764</i>

White Mountain Community Health Center

Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$83,108
2019	102-500731	Contracts for Program Services	90080203	\$83,108
			<i>Subtotal:</i>	<i>\$166,216</i>

Planned Parenthood of Northern New England

Vendor ID #177528-R002

100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	\$274,000
2019	102-500731	Contracts for Program Services	90080213	\$274,000
			<i>Subtotal:</i>	<i>\$548,000</i>

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

CFDA# 93.558

FAIN# 1701NHTANF

100% Federal Funds

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc.

Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$45,314
2019	502-500891	Payment for Providers	45030203	\$45,314
			<i>Subtotal:</i>	<i>\$90,628</i>

Concord Hospital

Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$33,032
2019	502-500891	Payment for Providers	45030203	\$33,032
			<i>Subtotal:</i>	<i>\$66,064</i>

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$12,361
2019	502-500891	Payment for Providers	45030203	\$12,361
			<i>Subtotal:</i>	\$24,722

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	\$23,000

Joan G. Lovering Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	\$23,000

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$29,719
2019	502-500891	Payment for Providers	45030203	\$29,719
			<i>Subtotal:</i>	\$59,438

Manchester Community Health Center

Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	\$45,236

Mascoma Community Health Center

Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	\$45,236

White Mountain Community Health Center

Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,285
2019	502-500891	Payment for Providers	45030203	\$11,285
			<i>Subtotal:</i>	\$22,570
			TOTAL:	\$2,915,402



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

Family Planning Services

RFA-2018-DPHS-03-FAMIL

RFA Name

RFA Number

Reviewer Names

	Bidder Name
1.	Community Action Program Belknap-Merrimack Counties, Inc.
2.	Concord Hospital, Family Health Center
3.	Coos Co. Family Health
4.	Equality Health Center
5.	Joan G. Lovering Health Care
6.	Lamprey Health Care, Inc.
7.	Manchester Community Health Center
8.	Mascoma Community Health Care, Inc.
9.	Planned Parenthood of Northern New England
10.	White Mountain Community Health Center

Pass/Fail	Maximum Points	Actual Points
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control, DPHS
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doi

Denis Goulet
 Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are retroactive (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	\$431,864
Concord Hospital Family Health Center	\$259,098
Coos County Family Health	\$157,270
Equality Health Center	\$179,800
Joan G. Lovering Health Center	\$222,896
Lamprey Health Care	\$462,602
Manchester Community Health Center	\$265,086
Mascoma Community Health Care	\$200,000
Planned Parenthood of Northern New England	\$548,000
White Mountain Community Health Center	\$188,786
Total	\$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed \$2,915,402.00, nine (9) to be effective retroactive to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

Page 2

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish extending to the right.

Denis Goulet

DG/mh
DoIT #2018-001

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-02)

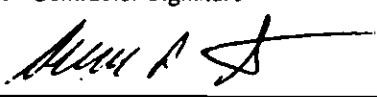


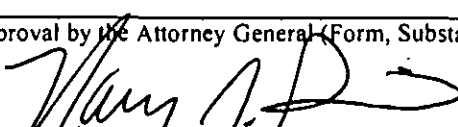
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Hospital		1.4 Contractor Address 250 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number 603-228-7200	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$259,098
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert P. Steigmeyer, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>10/23/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
Signature of Notary Public or Justice of the Peace 			
1.13 Name and Title of Notary or Justice of the Peace G Lamontagne			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/31/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

MIS



Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand one hundred eighty (1,180) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.
There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

MM

10/23/17



Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

MBB



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHScontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

**Exhibit B-1 BUDGET
Family Planning Funds**

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 160,000.00	\$ -	\$ 160,000.00	\$ 63,483.00	\$ -	\$ 63,483.00	\$ 96,517.00	\$ -	\$ 96,517.00
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify Other: _____)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 160,000.00	\$ -	\$ 160,000.00	\$ 63,483.00	\$ -	\$ 63,483.00	\$ 96,517.00	\$ -	\$ 96,517.00

Indirect As A Percent of Direct %

Exhibit B-1 Budget

Initial: *AW*
Date: *10/23/17*

**Exhibit B-2 BUDGET
TANF Funds**

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: TANF

(Name of FFO)

Budget Period: July 1, 2017 - June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 64,796.00	\$ -	\$ 64,796.00	\$ 31,764.00	\$ -	\$ 31,764.00	\$ 33,032.00	\$ -	\$ 33,032.00
2. Employee Benefits	\$ 16,199.00	\$ -	\$ 16,199.00	\$ 16,199.00	\$ -	\$ 16,199.00	\$ -	\$ -	\$ -
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 (Net Income Audit)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 80,995.00	\$ -	\$ 80,995.00	\$ 47,963.00	\$ -	\$ 47,963.00	\$ 33,032.00	\$ -	\$ 33,032.00

Indirect As A Percent of Direct %

Exhibit B-2 Budget

Initials *MJA*
Date *10/23/17*

Exhibit B-3 BUDGET
Family Planning Services

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$	-	\$	\$	-	\$	\$	-	\$
2. Employee Benefits	\$	-	\$	\$	-	\$	\$	-	\$
3. Consultants	\$	-	\$	\$	-	\$	\$	-	\$
4. Equipment:	\$	-	\$	\$	-	\$	\$	-	\$
Rental	\$	-	\$	\$	-	\$	\$	-	\$
Repair and Maintenance	\$	-	\$	\$	-	\$	\$	-	\$
Purchase/Depreciation	\$	-	\$	\$	-	\$	\$	-	\$
5. Supplies:	\$	-	\$	\$	-	\$	\$	-	\$
Educational	\$	-	\$	\$	-	\$	\$	-	\$
Lab	\$	-	\$	\$	-	\$	\$	-	\$
Pharmacy	\$	188,000.00	\$	\$	71,483.00	\$	\$	96,517.00	\$
Medical	\$	-	\$	\$	-	\$	\$	-	\$
Office	\$	-	\$	\$	-	\$	\$	-	\$
6. Travel	\$	-	\$	\$	-	\$	\$	-	\$
7. Occupancy	\$	-	\$	\$	-	\$	\$	-	\$
8. Current Expenses	\$	-	\$	\$	-	\$	\$	-	\$
Telephone	\$	-	\$	\$	-	\$	\$	-	\$
Postage	\$	-	\$	\$	-	\$	\$	-	\$
Subscriptions	\$	-	\$	\$	-	\$	\$	-	\$
Audit and Legal	\$	-	\$	\$	-	\$	\$	-	\$
Insurance	\$	-	\$	\$	-	\$	\$	-	\$
Board Expenses	\$	-	\$	\$	-	\$	\$	-	\$
9. Software	\$	-	\$	\$	-	\$	\$	-	\$
10. Marketing/Communications	\$	-	\$	\$	-	\$	\$	-	\$
11. Staff Education and Training	\$	-	\$	\$	-	\$	\$	-	\$
12. Subcontracts/Agreements	\$	-	\$	\$	-	\$	\$	-	\$
13. Other (specify detail in narrative)	\$	-	\$	\$	-	\$	\$	-	\$
TOTAL	\$	188,000.00	\$	\$	71,483.00	\$	\$	96,517.00	\$

Indirect As A Percent of Direct: %

Exhibit B-3 Budget

Initial: *MS*
Budget: *10/23/17*

Exhibit B-4 BUDGET
TANF Funds

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: TANF

(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 66,740.00	\$ -	\$ 66,740.00	\$ 33,708.00	\$ -	\$ 33,708.00	\$ 33,032.00	\$ -	\$ 33,032.00
2. Employee Benefits	\$ 16,685.00	\$ -	\$ 16,685.00	\$ 16,685.00	\$ -	\$ 16,685.00	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify item if applicable)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 83,425.00	\$ -	\$ 83,425.00	\$ 46,393.00	\$ -	\$ 46,393.00	\$ 33,032.00	\$ -	\$ 33,032.00

Indirect As A Percent of Direct

Exhibit B-4 Budget

Initials *M/S*
Date *10/23/17*



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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10/23/17



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

- 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
- 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.
- 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

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10/23/17



Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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10/23/17



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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10/23/17




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

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

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

Contractor Name:

10/23/17
Date


Name: Robert P. Steigmeier
Title: President and CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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


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

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

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

Contractor Name:

10/23/17
Date


Name: Robert A. Steigmeier
Title: President and CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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12/23/17



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 (11)(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:

10/23/17
Date

Robert A. Steigmeier
Name: Robert A. Steigmeier
Title: President and CEO

Contractor Initials *RS*
Date 10/23/17



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

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

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

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

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

Exhibit G

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

Contractor Initials



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:

10/23/17
Date

MM
Name: Robert P. Steigmeier
Title: President and CEO

Exhibit G

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

Contractor Initials

MM

Date 10/23/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/23/17
Date

Rob A P Steigmeier
Name: Rob A P. Steigmeier
Title: President and CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

AMS

10/23/17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

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10/23/17



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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Contractor Initials

Date

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10/23/17



Exhibit I

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

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

Department of Health and Human Services
 The State

 Signature of Authorized Representative
 LISA MORRIS

 Name of Authorized Representative
 DIRECTOR, DPHS

 Title of Authorized Representative
 10/30/17

 Date

Concord Hospital

 Name of the Contractor

 Signature of Authorized Representative
 Robert P. Steigmeyer

 Name of Authorized Representative
 President and CEO

 Title of Authorized Representative
 10/23/17

 Date



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

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

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

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


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

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

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

Contractor Name:

Date 10/23/17


Name: Robert A. Steingraber
Title: President and CEO



FORM A

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

1. The DUNS number for your entity is: 07-3977399
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

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10/23/17

New Hampshire Department of Health and Human Services
Exhibit K



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.

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10/23/17



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$359,600.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.
7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.
8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan
9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace

**New Hampshire Department of Health and Human Services
Family Planning Services Contract**



with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

New Hampshire Department of Health and Human Services
Family Planning Services Contract



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/3/19
Date

Lisa Morris
Name: Lisa Morris
Title: Director

Equality Health Center

May 30, 2019
Date

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

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 5/30/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above. only Dalia's M. Vidunas signature

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

Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: Sept 21 - 2021

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

New Hampshire Department of Health and Human Services
Family Planning Services Contract



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

OFFICE OF THE ATTORNEY GENERAL

6/17/2019
Date

Nancy J. Smith
Name: *Nancy J. Smith*
Title: *Sr. Asst. Atty General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

RECEIVED
STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY PLANNING SERVICES CONTRACT



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated



Exhibit A, Amendment #1

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred (600) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
 - 4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit A, Amendment #1

4.6. Health Education Materials:

- 4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.
- 4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.
- 4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.6.5. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

- 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

- 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

Equality Health Center

Exhibit A, Amendment #1

Contractor Initials DMW

RFA-2018-DPHS-03-FAMIL-04-A01

Page 3 of 5

Date 5/30/19



Exhibit A, Amendment #1

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit A, Amendment #1

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.
- 8.3. Federal Reporting Requirements:
 - 8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).
- 8.4. State Clinical Reporting Requirements:
 - 8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

- 10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.
 - 10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

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

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

- With supporting guidelines from:
US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): <https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm>

U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): <http://dx.doi.org/10.15585/mmwr.rr6504a1>

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>

Attachment A, Amendment #1

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.

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 (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- 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.

4. Assurance of confidentiality must be included for all sessions where services are provided.

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 webinar session(s) annually.

Attachment A, Amendment #1

- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. <https://www.fpntc.org/resources/family-planning-basics-elearning>
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. <https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects>

II. Family Planning Clinical Services

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

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

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

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

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

Attachment A, Amendment #1

- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

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

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

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

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

- a) Ensure that the client understands:
- Method effectiveness
 - Correct use of the method
 - Non-contraceptive benefits
 - Side effects
 - Protection from STDs, including HIV

Attachment A, Amendment #1

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

B. 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) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:

Attachment A, Amendment #1

- Prenatal care and delivery
 - Infant care, foster care, or adoption
 - Pregnancy termination
- b) 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

C. 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
 - b) Discussion of reproductive life plan
 - c) Sexual health assessment screening
 - d) Other screening services that include:
 - Obtain medical history
 - 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

Attachment A, Amendment #1

- 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)

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

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) Provide additional STD testing as indicated
- c) 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.

3. Treat client if positive for STD and his/her partner(s) 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.

4. Provide STD/HIV risk reduction counseling.

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:
 1. Medical History
 2. Cervical Cytology
 3. Clinical Breast Examination or discussion
 4. Mammography
 5. 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

Attachment A, Amendment #1

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

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

- US Preventive Services Task Force (USPSTF) <http://www.uspreventiveservicestaskforce.org>.
- National Guidelines Clearinghouse (NGCH) <http://www.guideline.gov>.

Attachment A, Amendment #1

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition.
https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS)
<http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services>
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines
<http://www.cdc.gov/std/treatment/>.
- 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.
- American Society for Colposcopy and Cervical Pathology (ASCCP) <http://www.asccp.org>.
- American Society for Reproductive Medicine (ASRM) <http://www.asrm.org>.
- American Cancer Society. <http://www.cancer.org/>.
- North American Society of Pediatric and Adolescent Gynecology <http://www.naspag.org/>.
- Agency for Healthcare Research and Quality <http://www.ahrq.gov/clinic/cpgsix.htm>.
- Partners in Information Access for the Public Health Workforce <http://phpartners.org/guide.html>.
- “Emergency Oral Contraception,” ACOG, *ACOG Practice Bulletin, No 152*, September, 2015.. For article, see: “ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling 1-800-762-2264 or through the Bookstore on the ACOG Web site:*
http://www.acog.org/Resources_And_Publications.
- US Medical Eligibility for Contraceptive Use, 2016.
<http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm>
- AIDS info (DHHS) <http://www.aidsinfo.nih.gov/>.
- American Academy of Pediatrics (AAP), Policy Statement: “Contraception for Adolescents”, September, 2014. <http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299>

Attachment A, Amendment #1

- 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>
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. <http://www.contraceptivetechnology.org/the-book/>
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- 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>.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: <http://www.cdc.gov/condomeffectiveness/index.html>

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: <http://www.asrm.org/>
- Centers for Disease Control & Prevention A to Z Index, <http://www.cdc.gov/az/b.html>
- Emergency Contraception Web site <http://cc.princeton.edu/>
- Office of Population Affairs: <http://www.hhs.gov/opa>
- Title X Statute <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations>
- Appropriations Language/Legislative Mandates <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates>.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions <http://www.hhs.gov/opa/regional-contacts>

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

~~To assist delegates in meeting Title X I&E advisory committee and community participation requirements; these guidelines include the following sections:~~

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

~~The I&E committee(s) must:~~

- 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.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an “ad hoc” basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- 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.
- 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.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community’s needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. 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.

Community education should serve to enhance 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. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
 - Assist with problem solving, i.e. how to increase male services; solve a “no show” problem, or 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.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Agency Name

Date

Attachment C, Amendment #1

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client-centered* and *non-coercive* manner in accordance with QFP and Title X requirements 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 for services 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 Title X program requirements and the most current *Quality Family Planning (QFP)*. 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 for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in 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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New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, 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;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of 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
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), 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.

DM

5/30/19

Attachment C, Amendment #1

AGENCY NAME: _____
WORKPLAN COMPLETED BY: _____

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

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

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

SFY 20 Outcome

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

Through June 2021, FPP delegate agencies will provide services to:

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

SFY 21 Outcome

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

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

Performance Measure #5: 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

Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

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.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

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

Performance Measure #7: 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.

Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Attachment C, Amendment #1

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

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

Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

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 #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** 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)

Attachment C, Amendment #1

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling.</p> <p>SFY 20 Agency Target: SFY 21 Agency Target:</p>	<p>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.</p>
	EVALUATION ACTIVITIES	<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
		<p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	

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WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)	
SFY 20 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020</i>	
SFY 20 Outcome: ____%	____ Target/Objective Met
Numerator: ____%	____ Target/Objective Not Met
Denominator: ____%	
Narrative: <i>Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>	
Proposed Improvement Plan: <i>Explain what your agency will do (differently) to achieve target/objective for SFY21</i>	
____ Revised Workplan Attached (Please check if workplan has been revised)	
SFY 21 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021</i>	
SFY 21 Outcome: ____%	____ Target/Objective Met
Numerator: ____%	____ Target/Objective Not Met
Denominator: ____%	
Narrative: <i>Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>	
Proposed Improvement Plan: <i>Explain what your agency will do (differently) to achieve target/objective for SFY22</i>	

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INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection.</p> <p>State Minimum Target: 70%</p> <p>SFY 20 Target:</p> <p>SFY 21 Target:</p>	<p>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.</p>
		<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
	<p>EVALUATION ACTIVITIES</p>	<p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	

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WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)	
SFY 20 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020</i>	
SFY 20 Outcome: ____ %	____ Target/Objective Met
Numerator: ____ %	____ Target/Objective Not-Met
Denominator: ____ %	
Narrative: <i>Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>	
Proposed Improvement Plan: <i>Explain what your agency will do (differently) to achieve target/objective for SFY21</i>	
____ Revised Workplan Attached (Please check if workplan has been revised)	
SFY 21 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021</i>	
SFY 21 Outcome: ____ %	____ Target/Objective Met
Numerator: ____ %	____ Target/Objective Not Met
Denominator: ____ %	
Narrative: <i>Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>	
Proposed Improvement Plan: <i>Explain what your agency will do (differently) to achieve target/objective for SFY22</i>	

Attachment C, Amendment #1

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #4: 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)</p> <p>SFY 20 Target: _____</p> <p>SFY 21 Target: _____</p>	<p>Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.</p>
	EVALUATION ACTIVITIES	<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
		<p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	

Attachment C, Amendment #1

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____ %

____ Target/Objective Met

Numerator: ____ %

Denominator: ____ %

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY21*

____ Revised Workplan Attached (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____ %

____ Target/Objective Met

Numerator: ____ %

Denominator: ____ %

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

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 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 positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: Numerator: Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives 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.

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

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

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

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

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 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 most effective contraceptive methods to reduce unintended pregnancy.

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

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

Data Source: Region I Data 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 LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

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

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: Region I Data 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, STD 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: Client Health Records

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: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings 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.**

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

Attachment E, Amendment #2

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) Data Elements: Effective July 1, 2017	Additional Data Elements Proposed for FPAR 2.0:
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within 30 days of G&C approval:	
<ul style="list-style-type: none"> · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans 	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	Reporting Requirement:
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	<ul style="list-style-type: none"> · FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	<ul style="list-style-type: none"> · I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	Reporting Requirement:
August 31, 2020	<ul style="list-style-type: none"> · Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	<ul style="list-style-type: none"> · FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	<ul style="list-style-type: none"> · I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

Attachment F, Amendment #2

August 31, 2021	<ul style="list-style-type: none">· Patient Satisfaction Surveys· Outreach and Education Report· Annual Training Report· Work Plan Update/Outcome Report· Data Trend Tables (DTT)
TBD	2021 FPAR Data

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



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit B, Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:
 - 4.1. Utilize budget forms as provided by the Department.
 - 4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.
 - 4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.
 - 4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.
 - 5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit B, Amendment #1

- 5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
- 5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

State of New Hampshire

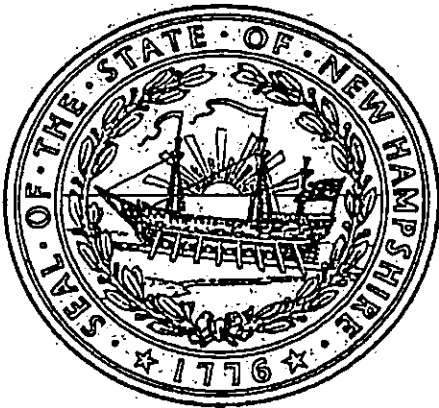
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EQUALITY HEALTH CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on March 02, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 740013

Certificate Number : 0004521614



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

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

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

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

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

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

of the Agency.

Spelman
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Herrimack

The forgoing instrument was acknowledged before me this 30th day of May, 202019

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

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

(NOTARY SEAL)

Squad F. Deraqui
(Notary Public/Justice of the Peace)

Commission Expires: Sept 21, 2021



NHWOMEN-01

MSNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2019

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

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

PRODUCER
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Mary Ellen Snell, CIC
PHONE (A/C, No, Ext): (603) 715-9754
FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS: msnell@davistowle.com

INSURED
NH Women's Health Services Inc
DBA Equality Health Care Center
38 South Main Street
Concord, NH 03301

INSURER(S) AFFORDING COVERAGE
INSURER A: Essex Insurance Company
INSURER B: First Community Insurance Co.
INSURER C:
INSURER D:
INSURER E:
INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
						EACH OCCURRENCE	AGGREGATE
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		SM929311	1/10/2019	1/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 0	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
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 <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC009863309	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

Professional Liability Policy
Insurance Company: Evanston Insurance Company
Policy Dates: 1/10/2019 to 1/10/2020
Limits of Liability:
\$1,000,000 Each Claim
\$3,000,000 Aggregate

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

NH DHHS
129 Pleasant St
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mary Ellen Snell

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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

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

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

RE: Karen Allen, NP



Mission Statement

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

Vision Statement

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

Core Values

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

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

FINANCIAL STATEMENTS

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

CONCORD FEMINIST HEALTH CENTER dba
EQUALITY HEALTH CENTER

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**INDEPENDENT ACCOUNTANTS'
COMPILATION REPORT**

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

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

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

Hennessey & Vallee, PLLC
Concord, New Hampshire

October 31, 2018

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

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

See Accompanying Notes and Accountants' Compilation Report.

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

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

See Accompanying Notes and Accountants' Compilation Report.

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

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

See Accompanying Notes and Accountants' Compilation Report.

CONCORD FEMINIST HEALTH CENTER
dba EQUALITY HEALTH CENTER
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2017

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

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

See Accompanying Notes and Accountants' Compilation Report.

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

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

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

Basis of Accounting

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

Basis of Presentation

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

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

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

Cash and Cash Equivalents

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

Accounts Receivable

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

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Depreciation

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

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

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

Accrued Earned Time

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

Revenue Recognition

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

Functional Expenses

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

Donated Services

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

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

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising

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

Estimates

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

Income Taxes

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

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

NOTE 2 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

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

NOTE 3 INVESTMENTS

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

NOTE 4 FAIR VALUE OF FINANCIAL INSTRUMENTS

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

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

NOTE 5 NET ASSETS – BOARD DESIGNATED

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

NOTE 6 LINE OF CREDIT

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

NOTE 7 SUBSEQUENT EVENTS

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

Board of Directors
May 2019

Nicole Bates, MSW
Chair
Term exp: May 2020

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

Elizabeth (Liz) Campbell
Treasurer
Term exp: May 2021

Gayle Spelman, PA
Secretary
Term exp: May 2022

Deborah Gerber, M.Ed
Term exp: May 2021

Rick LaPage, APRN
Term exp: May 2021

John Malmberg, JD
Term exp: May 2021

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

Jess I. Place
Term exp: May 2020

Jess Wojenski
Term exp: May 2022

Rachel Leigh Allen

Education

Columbia University School of Nursing, New York, NY

MSN October 2014

Women's Health Nurse Practitioner

GPA: 3.76

Columbia University School of Nursing, New York, NY

BSN May 2013

GPA: 3.95

Sigma Theta Tau International, Student Representative to the Dean

Skidmore College, Saratoga Springs, NY

BA Biology May 2012

GPA: 3.97

Phi Beta Kappa

Highest honors in biology, *summa cum laude*

Clinical Experience

Manchester Obstetrical and Gynecological Associates Manchester, NH Oct 2014-present

Women's Health Nurse Practitioner: Full time NP at busy and diverse OB/GYN practice.

Care includes routine and acute gynecology, prenatal and postpartum care, infertility, family planning and medical abortion services. Skills: IUD insertion and removal, Nexplanon insertion and removal, sonohysterogram, endometrial biopsy, vulva biopsy, IUI.

Student NP Clinical Experience

Choices Women's Medical Center Jamaica, NY Jan-Jul 2014

280 clinical hours

Intern, GYN department: Worked independently under the clinical guidance of Physician Assistant preceptor. Care provided included well-woman gynecology, contraceptive counseling STI testing and treatment, medication abortion, surgical abortion follow-up care, contraceptive counseling, colposcopy, IUC insertion and removal, Nexplanon removal, and prenatal care. 20-40 patient visits per day.

Planned Parenthood New York, NY Sept-Dec 2013

135 clinical hours

Student Nurse Practitioner: Worked one-on-one with preceptor to provide sexual and reproductive health care to females and males. Included well-woman gynecology, pregnancy testing and options counseling, STI testing and treatment, medication abortion, and surgical abortion follow-up care.

Licenses and Certifications

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

Memberships and Associations

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

Work History

Private nurse. Manhattan, New York. December 2013.

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

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

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

Rosalyn's Farm, Peterborough, NH. May-October 2011.

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

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

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

Volunteer Experience

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

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

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

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

Lisa Hall

Employment:

1995 to the present: Equality Health Center (formerly Concord Feminist Health Center), 38 S. Main St. Concord, NH 03301

Title: Medical Services Coordinator

Direct Client Care Responsibilities

- Phones/Appt. making
- Health education counseling
- Reviewing and documenting medical histories for the providers
- Limited OB Ultrasound for gestational dating
- Assisting the medical providers with medical procedures
- Sterilizing medical instruments
- Miscellaneous medical /office duties-filing, confirming appointments, verifying insurance
- Talking to clients lacking funds to pay for their appointments and discuss their options with them and problem-solve ways to get fee together.

Medical Trends and Services

- Program Development: Encourage, establish, and work to implement new and existing models of care
- Promoting teamwork with providers and employees that encourage and exemplify client-centered care

Medical Supplies Ordering

- Responsible for inventory and ordering of all medications and medical supplies necessary to run the medical office.
- Researching Vendors to ensure we are getting the best prices possible.
- Communicating with Finance Coordinator regularly regarding inventory and Ordering Budget to ensure that spending is in line with the set budget

Maintaining of Lab reports and Lab Log

- Ensure that all ordered lab tests are documented appropriately
- Obtain and File lab reports in the client's chart and bring to the attention of the ordering provider in a timely manner
- Follow up with practitioner or client as needed
- Discuss lab quality assurance issues with staff as needed

Training Coordinator

- Consult with pertinent staff to know what trainings need to occur
- Orientation of new staff to the organization.
- Work with Executive Director to ensure all necessary paperwork for new employees is in compliance with state regulations and office policies
- Help organize and maintain Personnel Files/training schedules
- On-going training support to staff
- Address training weaknesses/areas needing improvement
- Do 3 month Evaluations for all new hires
- Oversee Rapid HIV Testing Program

Medical Hiring Coordinator

- Keeping track of hiring needs by communicating with pertinent staff
- Advertising for Positions as needed
- Weed/Cull through Applicants with Hiring Committee
- Initial Phone/email contact with promising candidates to find closest CFHC matches
- Arranging Interviewing schedule
- Interviewing of candidates
- Part of group that decides who should be hired
- Reference checks of applicants

Outreach and Education

- Sexual Education presentations to community youth and to school educators
- Health Fair presenter at local community colleges
- Developing health education materials for website

DALIA M. VIDUNAS, MSW

HIGHLIGHTS OF QUALIFICATIONS

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

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

PROFESSIONAL EXPERIENCE

Executive Director **2010 – present**
Equality Health Center, Concord, NH: EHC is a non-profit medical facility focusing on reproductive health care, LGBTQ+ services and social justice for the clients served. Responsible for overhauling medical practice, streamline operations, expand services provided, and foster an atmosphere of empowerment and accountability. Directly responsible for functions involving strategic planning and implementation; program development, implementation and coordination; fund-raising; marketing plan development. Developed LGBTQ+ and behavioral health programs.

Medical Case Management Consultant **2007 - 2010**
Aetna/Schaller Anderson Medical Administrators, Inc., Concord, NH: Facilitated the coordination, continuity, accessibility and appropriate utilization of services to secure quality healthcare while promoting cost effective outcomes and improve program/operational efficiency involving clinical issues to high risk Medicaid clients. Assisted with the development of policies and procedures related to care management. Identified and reported gaps in the medical and social service delivery system through data collection, tracking and analysis.

Consultant **2006 - 2007**
Concord, NH: Specializing in working with non-profits in the areas of Strategic Planning, Operations/Process Improvement, Change Management, Fund Development and Grant Writing.

Executive Director **2002 - 2005**
Community Services Council of New Hampshire, Concord, NH: Oversaw all operations of a non-profit social service agency with an annual budget of over 3.5 million dollars. Implemented and maintained comprehensive management policies and procedures to ensure sound financial, programmatic and administrative operations. Programs included: residential substance abuse treatment program; residential and day services for people with developmental disabilities; NH's Homeless Management Information System; a state-wide 24/7 information and referral service; Medicare advocacy programs.

Medicare Program Educator **2000 - 2002**
Northeast Health Care Quality Foundation, Dover, NH: Conducted over 150 seminars pertaining to Medicare and aging issues for consumers and professionals. Conducted consumer focus groups in three states related to preventive health care benefits, analyzed and interpreted data for Medicare and presented findings at national conferences. Developed Consumer and Professional Resource Guides and multiple health care brochures for New Hampshire, Maine and Vermont.

NH Department of Health and Human Services Program Specialist **1992 - 1999**
Long Term Care Program Specialist, Division of Elderly and Adult Services, Concord, NH: Designed and developed state-wide long term care initiatives for the elderly and adults with disabilities including NH's ServiceLink program. Coordinated and facilitated state-wide and community-based public forums. Principle author of New Hampshire's State Plan on Aging: 1998-2000. Full project management and evaluation of numerous grants and programs.

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

Director

1986 - 1992

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

Child Protective Service Worker

1982 - 1986

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

Child Care Worker

1979 - 1981

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

EDUCATION

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

PROFESSIONAL DEVELOPMENT COURSEWORK

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

PROFESSIONAL ORGANIZATIONS

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

AWARDS

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

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rachel Allen	WHNP, MSN	Approx. \$70,270	Approx. 70%	Approx. \$49,189
Lisa Hall	Medical Services Coordinator	\$47,133	38%	\$17,910
Dalia Vidunas	Executive Director	\$72,800	Approx. 5%	\$3,640



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

21A amended

October 24, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed \$2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	\$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	\$259,098
Coos County Family Health	Berlin, NH	155327-B001	\$157,270
Equality Health Center	Concord, NH	257562-B001	\$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	\$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	\$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	\$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	\$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	\$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	\$188,786
		Total:	\$2,915,402

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)

**No Federal Funds (100% General Funds)

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

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures 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. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) 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;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

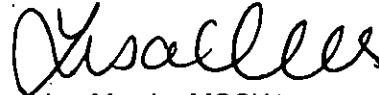
Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

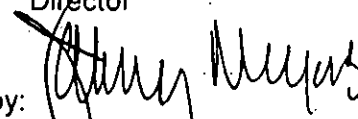
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner

State of New Hampshire
 Department of Health and Human Services
 Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
 SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217

FAIN# FHPA016248

69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc.

Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			<i>Subtotal:</i>	\$341,236

Concord Hospital

Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$96,517
2019	102-500731	Contracts for Program Services	90080203	\$96,517
			<i>Subtotal:</i>	\$193,034

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$66,274
2019	102-500731	Contracts for Program Services	90080203	\$66,274
			<i>Subtotal:</i>	\$132,548

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$78,400
2019	102-500731	Contracts for Program Services	90080203	\$78,400
			<i>Subtotal:</i>	\$156,800

Joan G. Lovering Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$99,948
2019	102-500731	Contracts for Program Services	90080203	\$99,948
			<i>Subtotal:</i>	\$199,896

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$201,582
2019	102-500731	Contracts for Program Services	90080203	\$201,582
			<i>Subtotal:</i>	\$403,164

Manchester Community Health Center

Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$109,925
2019	102-500731	Contracts for Program Services	90080203	\$109,925
			<i>Subtotal:</i>	\$219,850

Mascoma Community Health Center

Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$77,382
2019	102-500731	Contracts for Program Services	90080203	\$77,382
			<i>Subtotal:</i>	\$154,764

White Mountain Community Health Center

Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$83,108
2019	102-500731	Contracts for Program Services	90080203	\$83,108
			<i>Subtotal:</i>	\$166,216

**Planned Parenthood of Northern New England
100% General Funds**

Vendor ID #177528-R002

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	\$274,000
2019	102-500731	Contracts for Program Services	90080213	\$274,000
			<i>Subtotal:</i>	\$548,000

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

CFDA# 93.558

FAIN# 1701NHTANF

100% Federal Funds

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc.

Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$45,314
2019	502-500891	Payment for Providers	45030203	\$45,314
			<i>Subtotal:</i>	\$90,628

Concord Hospital

Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$33,032
2019	502-500891	Payment for Providers	45030203	\$33,032
			<i>Subtotal:</i>	\$66,064

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$12,361
2019	502-500891	Payment for Providers	45030203	\$12,361
			<i>Subtotal:</i>	\$24,722

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	\$23,000

Joan G. Lovering Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	\$23,000

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$29,719
2019	502-500891	Payment for Providers	45030203	\$29,719
			<i>Subtotal:</i>	\$59,438

Manchester Community Health Center

Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	\$45,236

Mascoma Community Health Center

Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	\$45,236

White Mountain Community Health Center

Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,285
2019	502-500891	Payment for Providers	45030203	\$11,285
			<i>Subtotal:</i>	\$22,570
			TOTAL:	\$2,915,402



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

Family Planning Services

RFA-2018-DPHS-03-FAMIL

RFA Name

RFA Number

Reviewer Names

	Bidder Name
1.	Community Action Program Belknap-Merrimack Counties, Inc.
2.	Concord Hospital, Family Health Center
3.	Coos Co. Family Health
4.	Equality Health Center
5.	Joan G. Lovering Health Care
6.	Lamprey Health Care, Inc.
7.	Manchester Community Health Center
8.	Mascoma Community Health Care, Inc.
9.	Planned Parenthood of Northern New England
10.	White Mountain Community Health Center

Pass/Fail	Maximum Points	Actual Points
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control, DPHS
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doi

Denis Goulet
 Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are retroactive (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

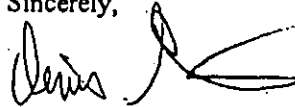
Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	\$431,864
Concord Hospital Family Health Center	\$259,098
Coos County Family Health	\$157,270
Equality Health Center	\$179,800
Joan G. Lovering Health Center	\$222,896
Lamprey Health Care	\$462,602
Manchester Community Health Center	\$265,086
Mascoma Community Health Care	\$200,000
Planned Parenthood of Northern New England	\$548,000
White Mountain Community Health Center	\$188,786
Total	\$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed \$2,915,402.00, nine (9) to be effective retroactive to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish extending to the right.

Denis Goulet

DG/mh
DoIT #2018-001

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-04)

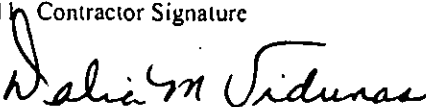
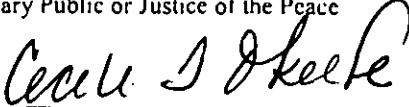

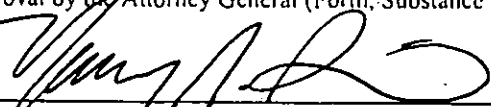
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Equality Health Center		1.4 Contractor Address 38 South Main Street Concord, NH 03301	
1.5 Contractor Phone Number 603-225-2739	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$179,800
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DALIA M. VIDUNAS EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>10/09/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace CECILE T. O'KEEFE, Notary Public My Commission Expires March 26, 2019			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/30/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

**IEC/BCC – Information, Education, Communication/Behavior Change
Communication**

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.



Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred (600) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
 - 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.
There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.



Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHSccontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

[Handwritten Signature]

Exhibit B-1 BUDGET
Family Planning Funds

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

Bidder/Program Name: **New Hampshire Women's Health Service d/b/a Equality Health Center**

Budget Request for: **RFA-2018-DHHS-DPHS-FP-03 Family Planning Services**

Budget Period **July 1, 2017--June 30, 2018**

Line Item	Total Program Cost			Total			Total		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 52,620	\$ -	\$ 52,620	\$ -	\$ -	\$ -	\$ 52,620	\$ -	\$ 52,620
2. Employee Benefits	\$ 8,885	\$ -	\$ 8,885	\$ -	\$ -	\$ -	\$ 8,885	\$ -	\$ 8,885
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,250	\$ -	\$ 2,250	\$ -	\$ -	\$ -	\$ 2,250	\$ -	\$ 2,250
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 562	\$ -	\$ 562	\$ -	\$ -	\$ -	\$ 562	\$ -	\$ 562
Medical	\$ 552	\$ -	\$ 552	\$ -	\$ -	\$ -	\$ 552	\$ -	\$ 552
Office	\$ 900	\$ -	\$ 900	\$ 900	\$ -	\$ 900	\$ -	\$ -	\$ 900
6. Travel	\$ 480	\$ -	\$ 480	\$ 240	\$ -	\$ 240	\$ 240	\$ -	\$ 240
7. Occupancy	\$ 5,500	\$ -	\$ 5,500	\$ 5,500	\$ -	\$ 5,500	\$ -	\$ -	\$ 5,500
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,020	\$ -	\$ 1,020	\$ 1,020	\$ -	\$ 1,020	\$ -	\$ -	\$ 1,020
Postage	\$ 360	\$ -	\$ 360	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360
Subscriptions	\$ 447	\$ -	\$ 447	\$ -	\$ -	\$ -	\$ 447	\$ -	\$ 447
Audit and Legal	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000
Insurance	\$ 3,050	\$ -	\$ 3,050	\$ -	\$ -	\$ -	\$ 3,050	\$ -	\$ 3,050
Board Expenses	\$ 240	\$ -	\$ 240	\$ 240	\$ -	\$ 240	\$ -	\$ -	\$ 240
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,600	\$ -	\$ 5,600	\$ -	\$ -	\$ -	\$ 5,600	\$ -	\$ 5,600
11. Staff Education and Training	\$ 2,400	\$ -	\$ 2,400	\$ -	\$ -	\$ -	\$ 2,400	\$ -	\$ 2,400
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other-Translation Services	\$ 594	\$ -	\$ 594	\$ -	\$ -	\$ -	\$ 594	\$ -	\$ 594
Other-Licenses	\$ 340	\$ -	\$ 340	\$ -	\$ -	\$ -	\$ 340	\$ -	\$ 340
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 87,300	\$ -	\$ 87,300	\$ 8,900	\$ -	\$ 8,900	\$ 78,400	\$ -	\$ 78,400

Indirect As A Percent of Direct **0**

Initials *DM*
 Date *10/9/17*

Exhibit B-3 BUDGET
Family Planning Funds

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

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services

Budget Period July 1, 2018--June 30, 2019

Line Item	2018 Direct			2018 Indirect			2019 Direct			2019 Indirect			2019 Total		
	Amount	Percent	Total	Amount	Percent	Total	Amount	Percent	Total	Amount	Percent	Total	Amount	Percent	Total
1. Total Salary/Wages	\$ 52,236		\$ 52,236	\$ -		\$ -	\$ -		\$ -	\$ 52,236		\$ 52,236	\$ -		\$ -
2. Employee Benefits	\$ 9,369		\$ 9,369	\$ -		\$ -	\$ -		\$ -	\$ 9,369		\$ 9,369	\$ -		\$ -
3. Consultants	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
4. Equipment:	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Rental	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Repair and Maintenance	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Purchase/Depreciation	\$ 650		\$ 650	\$ -		\$ -	\$ -		\$ -	\$ 650		\$ 650	\$ -		\$ -
5. Supplies:	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Educational	\$ 2,000		\$ 2,000	\$ -		\$ -	\$ -		\$ -	\$ 2,000		\$ 2,000	\$ -		\$ -
Lab	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Pharmacy	\$ 562		\$ 562	\$ -		\$ -	\$ -		\$ -	\$ 562		\$ 562	\$ -		\$ -
Medical	\$ 552		\$ 552	\$ -		\$ -	\$ -		\$ -	\$ 552		\$ 552	\$ -		\$ -
Office	\$ 900		\$ 900	\$ 900		\$ 900	\$ 900		\$ 900	\$ -		\$ -	\$ -		\$ -
6. Travel	\$ 480		\$ 480	\$ 240		\$ 240	\$ 240		\$ 240	\$ -		\$ -	\$ -		\$ -
7. Occupancy	\$ 5,500		\$ 5,500	\$ 5,500		\$ 5,500	\$ 5,500		\$ 5,500	\$ -		\$ -	\$ -		\$ -
8. Current Expenses	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Telephone	\$ 1,020		\$ 1,020	\$ 1,020		\$ 1,020	\$ 1,020		\$ 1,020	\$ -		\$ -	\$ -		\$ -
Postage	\$ 360		\$ 360	\$ -		\$ -	\$ -		\$ -	\$ 360		\$ 360	\$ -		\$ -
Subscriptions	\$ 447		\$ 447	\$ -		\$ -	\$ -		\$ -	\$ 447		\$ 447	\$ -		\$ -
Audit and Legal	\$ 1,000		\$ 1,000	\$ 1,000		\$ 1,000	\$ 1,000		\$ 1,000	\$ -		\$ -	\$ -		\$ -
Insurance	\$ 3,050		\$ 3,050	\$ -		\$ -	\$ -		\$ -	\$ 3,050		\$ 3,050	\$ -		\$ -
Board Expenses	\$ 240		\$ 240	\$ 240		\$ 240	\$ 240		\$ 240	\$ -		\$ -	\$ -		\$ -
9. Software	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
10. Marketing/Communications	\$ 5,600		\$ 5,600	\$ -		\$ -	\$ -		\$ -	\$ 5,600		\$ 5,600	\$ -		\$ -
11. Staff Education and Training	\$ 2,400		\$ 2,400	\$ -		\$ -	\$ -		\$ -	\$ 2,400		\$ 2,400	\$ -		\$ -
12. Subcontracts/Agreements	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
13. Other-Translation Services	\$ 594		\$ 594	\$ -		\$ -	\$ -		\$ -	\$ 594		\$ 594	\$ -		\$ -
Other-Licenses	\$ 340		\$ 340	\$ -		\$ -	\$ -		\$ -	\$ 340		\$ 340	\$ -		\$ -
	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Total	\$ 87,300		\$ 87,300	\$ 8,900		\$ 8,900	\$ 8,900		\$ 8,900	\$ 78,400		\$ 78,400	\$ -		\$ -

Indirect As A Percent of Direct 0

Initials *DM*
Date *10/9/17*

**Exhibit B-4 BUDGET
TANF Funds**

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

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-OPHS-FP-03 Family Planning Services-TANF

Budget Period: July 1, 2018--June 30, 2019

Line Item	Total Program Cost		Contract Support/Match		Funds Applied by DHHS		Total	
	Direct	Indirect	Incremental	Non-Incremental	Incremental	Non-Incremental	Incremental	Non-Incremental
1. Total Salary/Wages	\$ 10,920	\$ -	\$ 10,920	\$ -	\$ -	\$ -	\$ 10,920	\$ -
2. Employee Benefits	\$ 580	\$ -	\$ 580	\$ -	\$ -	\$ -	\$ 580	\$ -
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-Translation Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other-Licenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 11,500	\$ -	\$ 11,500	\$ -	\$ -	\$ -	\$ 11,500	\$ -

Indirect As A Percent of Direct 0

Initials *DW*
Date *10/9/17*



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:
 - 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
 - 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.
 - 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.



Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

12/9/17
Date

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



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

10/9/17
Date

Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

10/9/17
Date

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



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

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

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

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

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

Exhibit G

Contractor Initials

[Signature]

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

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Dalia M. Vidunas

Name: DALIA M. VIDUNAS

Title: EXECUTIVE DIRECTOR

10/9/17
Date

Exhibit G

Contractor Initials *DMV*

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/9/17
Date

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



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

Dpm

12/9/17



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

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

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

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

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

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

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



Exhibit I

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHHS
Title of Authorized Representative

10/27/17
Date

EQUALITY HEALTH CENTER
Name of the Contractor

[Signature]
Signature of Authorized Representative

DALIA M. VIDUNAS
Name of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

10/9/17
Date



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

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

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

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

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

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

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

Contractor Name:

10/9/17
Date

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



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

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



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

New Hampshire Department of Health and Human Services
Exhibit K



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Joan G. Lovering Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 559 Portsmouth Avenue, Greenland, NH 03840.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$445,792.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.
7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.
8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan
9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace



with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

New Hampshire Department of Health and Human Services
Family Planning Services Contract



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/18/19
Date

[Signature]
Name: Lisa Morris
Title: Director

Joan G. Lovering Health Center

6/3/2019
Date

[Signature]
Name: LISA A. LEACH
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Rockingham on June 3, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

May Watson
Name and Title of Notary or Justice of the Peace

My Commission Expires:

MAY B WATSON
Notary Public-New Hampshire
My Commission Expires
July 19, 2022

New Hampshire Department of Health and Human Services
Family Planning Services Contract



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

OFFICE OF THE ATTORNEY GENERAL

6/19/2019
Date

[Signature]
Name: Nancy D. Givens
Title: SA - Asst. Atty General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

- CDC – Centers for Disease Control and Prevention
- BPHCS – Bureau of Population Health and Community Services
- DHHS or Department – Department of Health and Human Services
- DPHS – Division of Public Health Services
- FPAR – Family Planning Annual Report
- FPER- Family Planning Encounter Record
- FPL – Federal Poverty Level
- FPP – Family Planning Program
- HIV – Human Immunodeficiency Virus
- HPP – Health Protection Plan
- IEC/BCC – Information, Education, Communication/Behavior Change Communication
- LARC – Long Acting Reversible Contraceptives
- STD – Sexual Transmitted Disease
- Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated



Exhibit A, Amendment #1

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of four hundred fifty (450) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
 - 4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit A, Amendment #1

4.6. Health Education Materials:

- 4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.
- 4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.
- 4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.6.5. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

- 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

- 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

Joan G. Lovering Health Center

Exhibit A, Amendment #1

Contractor Initials UPL

RFA-2018-DPHS-03-FAMIL-05-A01

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Date 10/31/19



Exhibit A, Amendment #1

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.
There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements



Exhibit A, Amendment #1

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.
- 8.3. Federal Reporting Requirements:
 - 8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).
- 8.4. State Clinical Reporting Requirements:
 - 8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

- 10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.
 - 10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

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

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

- **With supporting guidelines from:**
US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): <https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm>

U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): <http://dx.doi.org/10.15585/mmwr.rr6504a1>

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>

Attachment A, Amendment #1

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.

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 (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
- Services for adolescents;
- Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
- Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
- Sexually transmitted disease diagnosis and treatment;
- Provision and follow up of referrals as needed to address medical and social services needs.

4. Assurance of confidentiality must be included for all sessions where services are provided.

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 webinar session(s) annually.

- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. <https://www.fpntc.org/resources/family-planning-basics-elearning>
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. <https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects>

II. Family Planning Clinical Services

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

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

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

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

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

Attachment A, Amendment #1

- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

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

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

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

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

c) Contraceptive experiences and preferences

d) Sexual health assessment including:

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

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:

- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

Attachment A, Amendment #1

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

B. 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.

Attachment A, Amendment #1

- a) Title X requires agencies to 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
 - b) 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

C. 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
 - b) Discussion of reproductive life plan
 - c) Sexual health assessment screening
 - d) Other screening services that include:
 - Obtain medical history
 - Screen for intimate partner violence
 - Screen for tobacco, alcohol, and substance use
 - Screen for immunization status

Attachment A, Amendment #1

- 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)

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

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) Provide additional STD testing as indicated
- c) 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.

3. Treat client if positive for STD and his/her partner(s) 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.
4. Provide STD/HIV risk reduction counseling.

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:**
1. Medical History
 2. Cervical Cytology
 3. Clinical Breast Examination or discussion
 4. Mammography
 5. 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

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.

LM
4/6/19

VIII. Resources

- US Preventive Services Task Force (USPSTF) <http://www.uspreventiveservicestaskforce.org>.
- National Guidelines Clearinghouse (NGCH) <http://www.guideline.gov>.
 - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition.
https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) <http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services>
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines <http://www.cdc.gov/std/treatment/>.
- 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.
- American Society for Colposcopy and Cervical Pathology (ASCCP) <http://www.asccp.org>.
- American Society for Reproductive Medicine (ASRM) <http://www.asrm.org>.
- American Cancer Society. <http://www.cancer.org/>.
- North American Society of Pediatric and Adolescent Gynecology <http://www.naspag.org/>.
- Agency for Healthcare Research and Quality <http://www.ahrq.gov/clinic/cpgsix.htm>.
- Partners in Information Access for the Public Health Workforce <http://phpartners.org/guide.html>.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note - All ACOG materials can be purchases by calling 1-800-762-2264 or through the Bookstore on the ACOG Web site:*
http://www.acog.org/Resources_And_Publications.

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- US Medical Eligibility for Contraceptive Use, 2016.
<http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm>
- AIDS info (DHHS) <http://www.aidsinfo.nih.gov/>.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. <http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299>
- 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>
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition.
<http://www.contraceptivetechnology.org/the-book/>
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- 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>.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: <http://www.cdc.gov/condomeffectiveness/index.html>

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: <http://www.asrm.org/>
- Centers for Disease Control & Prevention A to Z Index, <http://www.cdc.gov/az/b.html>
- Emergency Contraception Web site <http://ec.princeton.edu/>
- Office of Population Affairs: <http://www.hhs.gov/opa>
- Title X Statute <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations>
- Appropriations Language/Legislative Mandates <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates>.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations
https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions <http://www.hhs.gov/opa/regional-contacts>

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- 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.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- 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.
- 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.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. 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.

Community education should serve to enhance 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. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
 - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or 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.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Agency Name	Date
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Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client-centered* and *non-coercive* manner in accordance with QFP and Title X requirements 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 for services 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 Title X program requirements and the most current *Quality Family Planning (QFP)*. 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 for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in 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.

Attachment C, Amendment #1

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

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, 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;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of 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
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), 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.

Attachment C, Amendment #1

AGENCY NAME: _____
WORKPLAN COMPLETED BY: _____

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

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

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

Through June 2021, FPP delegate agencies will provide services to:

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

SFY 20 Outcome	
1a. ___	Clients served
1b. ___	Clients <100% FPL
1c. ___	Clients <250% FPL
1d. ___	Clients <20
1e. ___	Clients on Medicaid
1f. ___	Clients - Male
1g. ___	Women <25 years positive for Chlamydia

SFY 21 Outcome	
1a. ___	Clients served
1b. ___	Clients <100% FPL
1c. ___	Clients <250% FPL
1d. ___	Clients <20
1e. ___	Clients on Medicaid
1f. ___	Clients - Male
1g. ___	Women <25 years positive for Chlamydia

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

Performance Measure #5: 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

Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

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.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

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

Performance Measure #7: 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.

Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

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

Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

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 #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** 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)

			TITLE X
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Attachment C, Amendment #1

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling.</p> <p>SFY 20 Agency Target:</p> <p>SFY 21 Agency Target:</p>	<p>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.</p>
	EVALUATION ACTIVITIES	<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
		<p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			
<p>SFY 20 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020</i></p>			

Attachment C, Amendment #1

SFY 20 Outcome: ____%

Numerator: ____%

Denominator: ____%

____ Target/Objective Met

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY21*

____ Revised Workplan Attached (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

Numerator: ____%

Denominator: ____%

____ Target/Objective Met

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

Attachment C, Amendment #1

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection.</p> <p>State Minimum Target: 70%</p> <p>SFY 20 Target:</p> <p>SFY 21 Target:</p>	<p>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.</p>
		<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
	<p>EVALUATION ACTIVITIES</p>	<p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
<p align="center">WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)</p>			

Attachment C, Amendment #1

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

____ Target/Objective Met

Numerator: ____%

Denominator: ____%

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY21*

____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

____ Target/Objective Met

Numerator: ____%

Denominator: ____%

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

Attachment C, Amendment #1

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #4: 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)</p> <p>SFY 20 Target:</p> <p>SFY 21 Target:</p> <hr/> <p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p> <hr/> <p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	<p>Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.</p>
	EVALUATION ACTIVITIES		
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			

Attachment C, Amendment #1

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

____ Target/Objective Met

Numerator: ____%

Denominator: ____%

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY21*

____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

____ Target/Objective Met

Numerator: ____%

Denominator: ____%

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

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 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 positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: Numerator: Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

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

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

Definition: Numerator: Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: Numerator: Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: Numerator: Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives 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.

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

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

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

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

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 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 most effective contraceptive methods to reduce unintended pregnancy.

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

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

Data Source: Region 1 Data 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 LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

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

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: Region 1 Data 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, STD 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: Client Health Records

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: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings 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.**

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

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) Data Elements: Effective July 1, 2017	Additional Data Elements Proposed for FPAR 2.0:
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

<u>Due within 30 days of G&C approval:</u>	
<ul style="list-style-type: none"> · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans 	
SFY 20 (July 1, 2019-June 30, 2020):	
Due Date:	Reporting Requirement:
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	<ul style="list-style-type: none"> · FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	<ul style="list-style-type: none"> · I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	Reporting Requirement:
August 31, 2020	<ul style="list-style-type: none"> · Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	<ul style="list-style-type: none"> · FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	<ul style="list-style-type: none"> · I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

Attachment F, Amendment #2

August 31, 2021	<ul style="list-style-type: none">· Patient Satisfaction Surveys· Outreach and Education Report· Annual Training Report· Work Plan Update/Outcome Report· Data Trend Tables (DTT)
TBD	2021 FPAR Data

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

LAC

4/3/19



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services.
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:
 - 4.1. Utilize budget forms as provided by the Department.
 - 4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.
 - 4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.
 - 4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.
 - 5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit B, Amendment #1

- 5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
- 5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

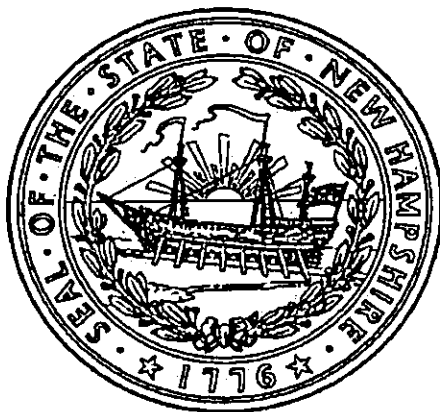
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FEMINIST HEALTH CENTER OF PORTSMOUTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 31, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 72887

Certificate Number: 0004090395



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

State of New Hampshire

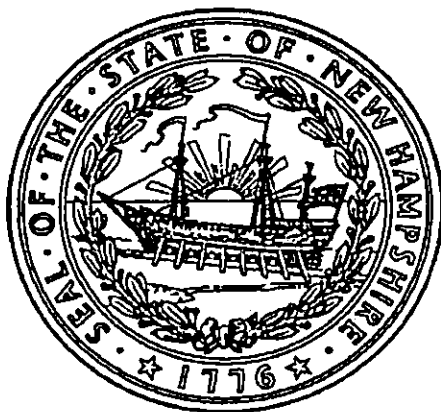
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOAN G. LOVERING HEALTH CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on January 04, 2011. 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: 641092

Certificate Number: 0004526669



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of June A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Feminist Health Center of Portsmouth DBA Joan G. Lovering Health Center
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 9, 2019
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

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

4. Lisa Leach is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Michael J. Murphy
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 19th day of June, 2019.

By Michael J. Murphy
(Name of Elected Officer of the Agency)

MAY B WATSON
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 7-19-22

MAY B WATSON
Notary Public-New Hampshire
My Commission Expires
July 19, 2022



OUR MISSION

The Health Center is an independent, local, nonprofit clinic. We are dedicated to providing confidential, comprehensive and accurate sexual health information and services to all females and males on New Hampshire's Seacoast in a safe, supportive environment. We are committed to being the region's premier resource for sexual health education. It is our passion to honor, respect and advocate for the right of everyone to maintain freedom and choices regarding their own sexual health in keeping with the feminist health care model and tradition.

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Financial Statements
For the Year Ended December 31, 2017

**FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER**

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Murphy, Powers & Wilson

Certified Public Accountants, P.C.

Michael J. Murphy, CPA
Daniel E. Wilson, CPA

William R. Powers, CPA (Retired)

ACCOUNTANT'S COMPILATION REPORT

To the Board of Trustees of
Feminist Health Center of Portsmouth, Inc.

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

We are not independent with respect to Feminist Health Center of Portsmouth, Inc.

*Murphy, Powers & Wilson
Certified Public Accountants, P.C.*

Hampton, New Hampshire
July 13, 2018

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Financial Position
As at December 31, 2017

ASSETS

CURRENT ASSETS	
Cash	\$ 60,550
Accounts receivable	23,146
Prepaid expenses	<u>2,799</u>
Total current assets	<u>86,495</u>
PROPERTY AND EQUIPMENT, NET	<u>431,154</u>
OTHER ASSETS	
Closing costs	<u>2,307</u>
TOTAL ASSETS	<u>\$519,956</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	\$ 26,812
Mortgage's payable	7,899
Line of credit	<u>10,500</u>
Total current liabilities	45,211
LONG-TERM LIABILITIES	
Mortgage's payable, less current portion	<u>135,704</u>
Total liabilities	<u>180,915</u>
NET ASSETS	
Unrestricted	<u>339,041</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$519,956</u>

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Activities
As at December 31, 2017

SUPPORT AND REVENUE

Services provided	\$219,443
Medical supplies	60,148
Grants	208,030
Donations	49,418
Fundraising	54,431
Interest income	98
Total support and revenue	<u>591,568</u>

EXPENSES

Program expenses	
Salaries and wages	323,133
Physician fees	25,641
Clinical services	3,000
Payroll taxes	24,841
Depreciation and amortization	28,212
Utilities	8,165
Repairs and maintenance	20,397
Telephone	4,402
Office supplies and postage	4,982
Medical supplies	19,805
Contraceptive supplies	28,893
Insurance	22,585
Printing	1,605
Bookkeeping fees	2,714
Payroll processing fees	3,605
Consulting fees	3,000
Employee benefits	33,721
Marketing	1,824
Auxiliary services	13,636
Staff development	3,986
Credit card fees	5,393
Memberships/subscriptions	2,155
Interest expense	6,811
Lab expense	6,413
Equipment rental	809
Equipment expense and repair	8,052
Fundraising	6,469
Grant expense	1,200
Regulatory fees	2,312
Bank charges	1,938
Travel	117
Total expenses	<u>619,816</u>

Change in net assets -28,248

NET ASSETS, BEGINNING OF YEAR 367,289

NET ASSETS, END OF YEAR \$339,041

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Cash Flows
For the Year Ended December 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$-28,248
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation and amortization	28,212
Accounts receivable	7,850
Prepaid expenses	1,909
Accounts payable	<u>9,560</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>19,283</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Mortgage's payable, net	-9,261
Advances from line of credit, net	<u>10,500</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>1,239</u>
NET INCREASE IN CASH	20,522
CASH AT BEGINNING OF YEAR	<u>40,028</u>
CASH AT END OF YEAR	<u>\$ 60,550</u>

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Notes to Financial Statements
December 31, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Activities

Feminist Health Center of Portsmouth, Inc. provides services to women and men of all ages at their facility in Greenland, New Hampshire. The Organization offers a safe, supportive and nonjudgmental environment with access to pregnancy counseling and testing, contraception and abortion services, STD counseling and testing, as well as annual checkups, menopause care, outreach clinics and health education. Their holistic philosophy is grounded in respect, compassion and commitment to medical excellence and choice. Founded in 1908 as "The Feminist Health Center of Portsmouth", we changed our name in 2011 to the "Joan G. Lovering Health Center" in honor of Joan G. Lovering, a New Hampshire pioneer for reproductive rights, and one of our founders. During 2013 the Health Center launched a capital campaign to raise funds for a facility addition and updating and new equipment.

Income Taxes

The Organization is a New Hampshire nonprofit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal and state income taxes, and as such, no tax provisions have been made in the accompanying financial statements.

Feminist Health Center of Portsmouth, Inc. has adopted provisions of the Financial Accounting Board of Accounting Standards Codification (ASC) Top 740-10. The Organization's policy is to evaluate all tax positions on an annual basis in conjunction with the filing of the annual return of organization exempt from income tax. Interest and penalties assessed by income taxing authorities are included in administrative expense. For 2017, there were no penalties or interest assessed or paid. The Organization files informational returns in the U.S. federal and state jurisdictions. The Organization's federal and state informational returns for 2015, 2016 and 2017 are subject to examination by the IRS and state taxing authorities, generally for three years after they were filed.

Method of Accounting and Revenue Recognition

The financial statements of Feminist Health Center of Portsmouth, Inc. have been prepared on the accrual basis of accounting. Revenue is derived from the following principal sources: services, contributions, grants and fundraising activities. Contributions are recognized when received. Revenue from grants is recognized when the grant is awarded. Other service revenue is recognized when earned.

Contributed Services

During the year ended December 31, 2017, the value of contributed services meeting the requirements for recognition in the financial statements was not material and has not been recorded. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Organization at the facility, but these services do not meet the criteria for recognition as contributed services.

Estimates

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

Property and Equipment

Property and equipment are recorded at cost or, if donated, at fair market value at date of donation. Depreciation is computed on the estimated useful lives of the assets using the straight-line method as follows:

Building	31 years
Building improvements	10-31 years
Equipment	5-7 years
Furniture and fixtures	7 years

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
 Notes to Financial Statements
 December 31, 2017
 Continued

NOTE 1 continued

Maintenance and repairs which do not improve or extend the life of the assets are charged to expense as incurred; major renewals and betterments are capitalized. The Organization's depreciation expense was \$28,054.

Financial Statement Presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in Accounting Standards Codification (ASC) Topic 958, Not-for-Profit Entities. Feminist Health Center of Portsmouth, Inc. is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. A description of the three net asset categories follows.

Unrestricted net assets include the revenues and expenses associated with the principal operating mission of Feminist Health Center of Portsmouth, Inc. It records as unrestricted contributions, restricted contributions whose restrictions are met in the same reporting period.

Temporarily restricted net assets include gifts and grants for which donor or grantor imposed restrictions have not yet been met. Assets are released from restrictions as expenditures are made in line with the restrictions called for under the terms of the contribution or grant. Feminist Health Center of Portsmouth, Inc. has no temporarily restricted net assets.

Permanently restricted net assets include gifts which require by donor restriction that the corpus be invested in perpetuity and only the income be made available for program operations in accordance with donor restrictions. Feminist Health Center of Portsmouth, Inc. has no permanently restricted net assets.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

The Organization uses the direct write-off method for uncollectible accounts. Accounts are reviewed regularly.

NOTE 2 PROPERTY AND EQUIPMENT

Property and equipment schedule is as follows:

Land and improvements	\$ 45,480
Building	161,422
Building improvements	215,460
Medical equipment	101,437
Office equipment	44,463
Furniture and fixtures	23,712
New building addition	<u>356,301</u>
	948,275
Less Accumulated depreciation	<u>517,121</u>
	<u>\$431,154</u>

NOTE 3 MORTGAGE PAYABLE

- a) Mortgage payable, \$99,354, (\$3,899 due within one year) represents a mortgage due Optima Bank with a rate of 4.99%. The mortgage is secured by property.
- b) Mortgage payable, \$44,249, (\$4,000 due within one year) represents a mortgage due Optima Bank with a rate of 4.50%.

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Notes to Financial Statements
December 31, 2017
Continued

NOTE 4 LINE OF CREDIT

Line of credit, \$10,500, represents a line of credit due Optima Bank at prevailing market rates.

NOTE 5 INTEREST EXPENSE

The Organization paid \$6,811 in interest expense during the year ended December 31, 2017. No interest was capitalized during the year.

NOTE 6 EVALUATION OF SUBSEQUENT EVENTS

Feminist Health Center of Portsmouth, Inc. has evaluated all subsequent events through July 13, 2018, the date the financial statements were available to be issued, and determined that any subsequent events that require recognition or disclosure were considered in the preparation of the financial statements.



Board of Directors Listing

Position	Member Name
Chair	Mary Toumpas
Vice Chair	Caitlin Delaney
Secretary	R. Will Lusenhop, M.S.W., Ph.D., Licsw
Treasurer	Michael Murphy, CPA
Member	Katherine Robart Bal
Member	Christie Davis
Member	Peggy Lamb
Member	Eleanor Mackenzie
Member	Cynthia Bear

LISA LEACH

9 CHEROKEE STREET, DOVER, NH 03820

C: 603-812-3797 | lisa.leach72@comcast.net

PROFESSIONAL SUMMARY

Driven healthcare administrator with 10 years' experience in operations management combined with 11 years' experience as a certified nuclear medicine technologist seeking to leverage expertise to take next career step. Accomplished in designing and actualizing strategies to improve organizational performance, revenue generation and profitability, and teamwork. Demonstrated leadership skills that align objectives and guide teams towards the achievement of organizational goals and the continued delivery of high quality healthcare services.

SKILLS

Operations Management	Performance Optimization
Program Development	Quality Assurance
Lean Six Sigma and Lean Project Management	Budget Administration
Complex Statistical Analysis	Staff Development and Mentorship

WORK HISTORY

YORK HOSPITAL

Practice Manager | York, Maine | July 2017 - Current

- Manages the daily operations of OBGYN and Pediatrics physician practices. Includes physicians, advance practice providers, and support staff in multiple practice locations.
- Oversees the budgeting process for the practices to plan for capital needs, practice development, and growth opportunities.
- Provides monthly financial reporting and data analysis for the practices.
- Oversees regulatory compliance and local organizational policies and procedures.

HCA PHYSICIAN SERVICES

Area Practice Manager | Portsmouth, New Hampshire | June 2014 - October 2016

- Direct daily activities within various physician practices; manage net revenues up to \$5M.
- Plan, develop, and execute strategies to achieve operational, financial, and organizational goals.
- Complete needs-based assessments to identify opportunities for growth, enhance work flows, cut costs, improve practice positioning, and penetrate new service markets.
- Maintain community outreach and public relations programs to strengthen relationships with the public.
- Leverage Lean Six Sigma expertise to improve organizational performance and bridge gaps between management and operations; propose solutions to managing leadership to improve practice operations.

WENTWORTH-DOUGLASS HOSPITAL

Multi-Modality Supervisor | Dover, NH | July 2005 - October 2013

- Provided leadership to healthcare professionals across 3 hospital locations.
- Established strategy and business plans for ultrasound, nuclear medicine, and PET/CT modalities within the Imaging Services Department.
- Devised, actualized, and oversaw Lean Six Sigma and Lean projects to increase exam metrics and revenue.
- Drove patient satisfaction benchmarks by motivating and mentoring staff, providing education and transparency, and heading stakeholder analysis.
- Eliminated non-patient care overtime hours, adjusted hours of operation to match patient demand, controlling inventory and purchasing, and designing cross-training initiatives to cut expenses.
- Successfully partnered with human resource professionals to align objectives and achieve business plan goals while enhancing productivity and performance.

PORTSMOUTH REGIONAL HOSPITAL

Nuclear Medicine Technologist | Portsmouth, NH | July 2001 - July 2005

- Prepared, administered, and measured radioactive isotopes to produce diagnostic scans and images to diagnose and treat diseases.
- Designed and instituted new processes and standards for outpatient and inpatient diagnostic exams to achieve and exceed department goals.
- Trained, mentored, and precepted new employees on procedures, best practices, and hospital policies.
- Maintained state and federal compliance, facilitated state inspections, and spearheaded quality assurance and performance programs to meet state regulation requirements.

MASSACHUSETTS GENERAL HOSPITAL

Clinical Research Technologist | Boston, MA | July 2000 - July 2001

- Managed blood specimens for oncology clinical trials.
- Processed specimens for sample storage and assay.
- Developed extensive Access database to organize specimen collection, processing, and storage and to create efficient centralized records system.

EDUCATION

M.H.A. Healthcare Administration

New England College

Henniker, NH | 2009

BACHELOR OF SCIENCE Biology

Salem State University

Salem, MA | 1995

- Concentration in Nuclear Medicine Technology

AFFILIATIONS

American College of Healthcare Executives (ACHE)

Society of Nuclear Medicine (NMTCB)

Medical Group Management Association (MGMA)

CERTIFICATIONS

Supervisory Skills Certificate , University of New Hampshire, Durham, NH

Leadership Certificate , Bruce Mast & Associates, Portsmouth, NH

Certified Nuclear Medicine Technologist , Nuclear Medicine Technology Certification Board

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa Leach	Executive Director	\$73,000	5%	\$3650



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



21A amended

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

October 24, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed \$2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	\$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	\$259,098
Coos County Family Health	Berlin, NH	155327-B001	\$157,270
Equality Health Center	Concord, NH	257562-B001	\$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	\$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	\$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	\$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	\$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	\$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	\$188,786
		Total:	\$2,915,402

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)

**No Federal Funds (100% General Funds)

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

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures 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. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) 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;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

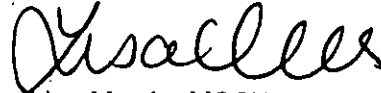
Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

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

Respectfully submitted,



Lisa Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner

State of New Hampshire
 Department of Health and Human Services
 Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
 SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217

FAIN# FPHPA016248

69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc.

Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			<i>Subtotal:</i>	\$341,236

Concord Hospital

Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$96,517
2019	102-500731	Contracts for Program Services	90080203	\$96,517
			<i>Subtotal:</i>	\$193,034

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$66,274
2019	102-500731	Contracts for Program Services	90080203	\$66,274
			<i>Subtotal:</i>	\$132,548

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$78,400
2019	102-500731	Contracts for Program Services	90080203	\$78,400
			<i>Subtotal:</i>	\$156,800

Joan G. Lovering Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$99,948
2019	102-500731	Contracts for Program Services	90080203	\$99,948
			<i>Subtotal:</i>	\$199,896

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$201,582
2019	102-500731	Contracts for Program Services	90080203	\$201,582
			<i>Subtotal:</i>	\$403,164

Manchester Community Health Center

Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$109,925
2019	102-500731	Contracts for Program Services	90080203	\$109,925
			<i>Subtotal:</i>	<i>\$219,850</i>

Mascoma Community Health Center

Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$77,382
2019	102-500731	Contracts for Program Services	90080203	\$77,382
			<i>Subtotal:</i>	<i>\$154,764</i>

White Mountain Community Health Center

Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$83,108
2019	102-500731	Contracts for Program Services	90080203	\$83,108
			<i>Subtotal:</i>	<i>\$166,216</i>

Planned Parenthood of Northern New England

Vendor ID #177528-R002

100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	\$274,000
2019	102-500731	Contracts for Program Services	90080213	\$274,000
			<i>Subtotal:</i>	<i>\$548,000</i>

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

CFDA# 93.558

FAIN# 1701NHTANF

100% Federal Funds

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc.

Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$45,314
2019	502-500891	Payment for Providers	45030203	\$45,314
			<i>Subtotal:</i>	<i>\$90,628</i>

Concord Hospital

Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$33,032
2019	502-500891	Payment for Providers	45030203	\$33,032
			<i>Subtotal:</i>	<i>\$66,064</i>

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$12,361
2019	502-500891	Payment for Providers	45030203	\$12,361
			<i>Subtotal:</i>	\$24,722

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	\$23,000

Joan G. Lovering Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	\$23,000

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$29,719
2019	502-500891	Payment for Providers	45030203	\$29,719
			<i>Subtotal:</i>	\$59,438

Manchester Community Health Center

Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	\$45,236

Mascoma Community Health Center

Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	\$45,236

White Mountain Community Health Center

Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,285
2019	502-500891	Payment for Providers	45030203	\$11,285
			<i>Subtotal:</i>	\$22,570
			TOTAL:	\$2,915,402



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

Family Planning Services

RFA-2018-DPHS-03-FAMIL

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. Community Action Program Belknap-Merrimack Counties, Inc.
2. Concord Hospital, Family Health Center
3. Coos Co. Family Health
4. Equality Health Center
5. Joan G. Lovering Health Care
6. Lamprey Health Care, Inc.
7. Manchester Community Health Center
8. Mascoma Community Health Care, Inc.
9. Planned Parenthood of Northern New England
10. White Mountain Community Health Center

Pass/Fail	Maximum Points	Actual Points
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0

1. **Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc**
2. **Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS**
3. **Sarah McPhee, Program Planner, Disease Control, DPHS**
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doit

Denis Goulet
 Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are retroactive (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

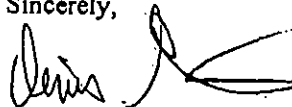
Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	\$431,864
Concord Hospital Family Health Center	\$259,098
Coos County Family Health	\$157,270
Equality Health Center	\$179,800
Joan G. Lovering Health Center	\$222,896
Lamprey Health Care	\$462,602
Manchester Community Health Center	\$265,086
Mascoma Community Health Care	\$200,000
Planned Parenthood of Northern New England	\$548,000
White Mountain Community Health Center	\$188,786
Total	\$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed \$2,915,402.00, nine (9) to be effective retroactive to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish extending to the right.

Denis Goulet

DG/mh
DoIT #2018-001

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-05)




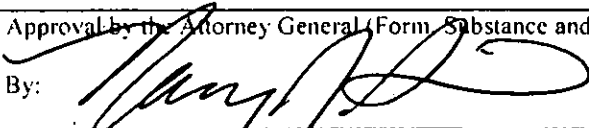
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Joan G. Loving Health Center		1.4 Contractor Address 559 Portsmouth Avenue Greenland, NH 03840	
1.5 Contractor Phone Number 603-436-7588	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$222.896
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Deborah Erickson-Irons Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Rockingham On <u>October 12, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> MAY B WATSON Notary Public-New Hampshire My Commission Expires July 19, 2022 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace May Watson			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director. On: _____			
1.17 Approval by the Attorney General (Form Substance and Execution) (if applicable) By:  On: <u>10/30/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

**IEC/BCC – Information, Education, Communication/Behavior Change
Communication**

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

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Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of four hundred fifty (450) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

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Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
- 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
- 6.3.1. Any critical position is vacant for more than one month.
There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.



Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

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Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHContractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

REO

Exhibit B-1 BUDGET Family Planning Funds

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

Sticker/Program Name: Joan G. Levering Health Center

Budget Request for: Family Planning

(Phase of RFP)

Budget Period: July 1, 2017 - June 30, 2018

Line Item	TOTAL Program Cost			Contractor Shows/Match			Funded by DHS/5 received from		
	Direct Unreimbursable	Indirect Phase	Total	Direct Unreimbursable	Indirect Phase	Total	Direct Unreimbursable	Indirect Phase	Total
1. Total Salary/Wages	\$ 118,705.00	\$ 9,739.60	\$ 128,534.60	\$ 46,746.09	\$ 9,739.60	\$ 48,184.72	\$ 72,044.91	\$ -	\$ 72,044.91
2. Employee Benefits	\$ 21,383.10	\$ 1,753.13	\$ 23,136.23	\$ 8,414.30	\$ 1,753.13	\$ 8,875.29	\$ 12,068.80	\$ -	\$ 12,068.80
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 700.00	\$ 700.00	\$ -	\$ 300.00	\$ 300.00
Purchase/Depreciation	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Lab	\$ 3,800.00	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -	\$ 3,800.00	\$ -	\$ -	\$ -
Pharmacy	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 6,783.52	\$ -	\$ 6,783.52	\$ 8,216.48	\$ -	\$ 8,216.48
Medical	\$ 14,000.00	\$ -	\$ 14,000.00	\$ 14,000.00	\$ -	\$ 14,000.00	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 8,339.33	\$ 8,339.33	\$ -	\$ 5,837.53	\$ 5,837.53	\$ -	\$ 2,501.80	\$ 2,501.80
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 933.00	\$ 933.00	\$ -	\$ 653.10	\$ 653.10	\$ -	\$ 279.90	\$ 279.90
Postage	\$ 85.00	\$ -	\$ 85.00	\$ 85.00	\$ -	\$ 85.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 525.00	\$ 525.00	\$ -	\$ 225.00	\$ 225.00
Insurance	\$ -	\$ 6,286.67	\$ 6,286.67	\$ -	\$ 4,396.67	\$ 4,396.67	\$ -	\$ 1,890.00	\$ 1,890.00
Board Expenses	\$ -	\$ 80.00	\$ 80.00	\$ -	\$ 56.00	\$ 56.00	\$ -	\$ 24.00	\$ 24.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,400.00	\$ -	\$ 4,400.00	\$ 3,258.52	\$ -	\$ 3,258.52	\$ 1,141.48	\$ -	\$ 1,141.48
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 840.00	\$ 840.00	\$ -	\$ 360.00	\$ 360.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 184,613.10	\$ 30,881.73	\$ 214,974.83	\$ 86,135.43	\$ 34,281.83	\$ 123,128.83	\$ 84,378.28	\$ 5,376.70	\$ 89,754.98

Indirect As A Percent of Direct

Exhibit B-1 Budget

Initials

Date

RED
10/12/17

Exhibit B-2 BUDGET
TANF Funds

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

Bidder/Program Name: Joan O. Loving Health Center

Budget Request for: Family Planning - TANF
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

Line Item	Fiscal Year 2017			Fiscal Year 2018			Total		
	Original Estimate	Amended	Total	Original Estimate	Amended	Total	Original Estimate	Amended	Total
1. Total Salary/Wages	\$ 118,795.00	\$ 9,739.60	\$ 128,534.60	\$ 110,504.00	\$ 9,739.60	\$ 120,243.60	\$ 248,778.20	\$ 19,479.20	\$ 268,257.40
2. Employee Benefits	\$ 21,383.10	\$ 1,753.13	\$ 23,136.23	\$ 19,891.10	\$ 1,753.13	\$ 21,644.23	\$ 44,777.33	\$ 3,506.33	\$ 48,283.66
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 3,000.00	\$ -	\$ 3,000.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ -	\$ 700.00
Purchase/Depreciation	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 4,500.00	\$ -	\$ 4,500.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ 3,800.00	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -	\$ 3,800.00	\$ 7,600.00	\$ -	\$ 7,600.00
Pharmacy	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 30,000.00	\$ -	\$ 30,000.00
Medical	\$ 14,000.00	\$ -	\$ 14,000.00	\$ 14,000.00	\$ -	\$ 14,000.00	\$ 28,000.00	\$ -	\$ 28,000.00
Office	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ 1,600.00	\$ -	\$ 1,600.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
7. Occupancy	\$ -	\$ 8,339.33	\$ 8,339.33	\$ -	\$ 8,339.33	\$ 8,339.33	\$ 16,678.66	\$ -	\$ 16,678.66
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 933.00	\$ 933.00	\$ -	\$ 933.00	\$ 933.00	\$ 1,866.00	\$ -	\$ 1,866.00
Postage	\$ 85.00	\$ -	\$ 85.00	\$ 85.00	\$ -	\$ 85.00	\$ 170.00	\$ -	\$ 170.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ -	\$ 1,500.00
Insurance	\$ -	\$ 6,296.67	\$ 6,296.67	\$ -	\$ 6,296.67	\$ 6,296.67	\$ 12,593.34	\$ -	\$ 12,593.34
Board Expenses	\$ -	\$ 80.00	\$ 80.00	\$ -	\$ 80.00	\$ 80.00	\$ 160.00	\$ -	\$ 160.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,400.00	\$ -	\$ 4,400.00	\$ 2,883.00	\$ -	\$ 2,883.00	\$ 7,283.00	\$ -	\$ 7,283.00
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 2,400.00	\$ -	\$ 2,400.00
12. Subcontracts/Agreements	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00	\$ -	\$ 2,400.00
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 184,513.10	\$ 38,691.73	\$ 223,204.83	\$ 173,913.10	\$ 38,691.73	\$ 212,604.83	\$ 435,809.66	\$ 43,975.53	\$ 479,785.19

Indirect As A Percent of Direct

Exhibit B-2 Budget

Initials **QED**
Date **10-12-17**

Exhibit B-3 BUDGET
Family Planning Funds

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

Bidder/Program Name: Jean G. Loving Health Center

Budget Request for: Family Planning

(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	2018 Program Cost			Continuity of Care			Funded by 2018 Special Appropriation		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 121,171.00	\$ 9,934.00	\$ 131,105.00	\$ 48,122.09	\$ 9,934.00	\$ 58,056.09	\$ 72,048.91	\$ -	\$ 72,048.91
2. Employee Benefits	\$ 21,810.78	\$ 1,788.12	\$ 23,598.90	\$ 8,841.98	\$ 1,788.12	\$ 10,630.10	\$ 12,968.80	\$ -	\$ 12,968.80
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 700.00	\$ 700.00	\$ -	\$ 300.00	\$ 300.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Lab	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 3,600.00	\$ -	\$ 3,600.00	\$ -	\$ -	\$ -
Pharmacy	\$ 15,450.00	\$ -	\$ 15,450.00	\$ 7,233.52	\$ -	\$ 7,233.52	\$ 8,216.48	\$ -	\$ 8,216.48
Medical	\$ 14,420.00	\$ -	\$ 14,420.00	\$ 14,420.00	\$ -	\$ 14,420.00	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 8,338.33	\$ 8,338.33	\$ -	\$ 5,837.53	\$ 5,837.53	\$ -	\$ 2,501.80	\$ 2,501.80
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 933.00	\$ 933.00	\$ -	\$ 653.10	\$ 653.10	\$ -	\$ 279.90	\$ 279.90
Postage	\$ 85.00	\$ -	\$ 85.00	\$ 85.00	\$ -	\$ 85.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 525.00	\$ 525.00	\$ -	\$ 225.00	\$ 225.00
Insurance	\$ -	\$ 6,286.67	\$ 6,286.67	\$ -	\$ 4,386.67	\$ 4,386.67	\$ -	\$ 1,899.00	\$ 1,899.00
Board Expenses	\$ -	\$ 80.00	\$ 80.00	\$ -	\$ 56.00	\$ 56.00	\$ -	\$ 24.00	\$ 24.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,400.00	\$ -	\$ 4,400.00	\$ 3,256.52	\$ -	\$ 3,256.52	\$ 1,143.48	\$ -	\$ 1,143.48
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 840.00	\$ 840.00	\$ -	\$ 360.00	\$ 360.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 185,838.78	\$ 38,291.12	\$ 224,129.90	\$ 81,350.11	\$ 24,728.42	\$ 106,078.53	\$ 84,378.36	\$ 3,978.78	\$ 110,348.00

Indirect As A Percent of Direct

Exhibit B-3 Budget

Initials

Date 10-12-17

Exhibit B-4 BUDGET
TANF Funds

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

Bidder/Program Name: Joan G. Levering Health Center

Budget Request for: Family Planning - TANF
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Total Program Cost			Contractor Base / Misc			Funded by Other Federal Grants		
	Direct Reimbursement	Indirect	Total	Direct Reimbursement	Indirect	Total	Direct Reimbursement	Indirect	Total
1. Total Salary/Wages	\$ 121,171.00	\$ 9,334.00	\$ 131,105.00	\$ 112,880.00	\$ 9,934.00	\$ 122,814.00	\$ 8,291.00	\$ -	\$ 8,291.00
2. Employee Benefits	\$ 21,810.78	\$ 1,788.12	\$ 23,598.90	\$ 20,318.78	\$ 1,788.12	\$ 22,106.90	\$ 1,492.00	\$ -	\$ 1,492.00
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Lab	\$ 3,800.00	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -	\$ 3,800.00	\$ -	\$ -	\$ -
Pharmacy	\$ 15,450.00	\$ -	\$ 15,450.00	\$ 15,450.00	\$ -	\$ 15,450.00	\$ -	\$ -	\$ -
Medical	\$ 14,420.00	\$ -	\$ 14,420.00	\$ 14,420.00	\$ -	\$ 14,420.00	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 8,339.33	\$ 8,339.33	\$ -	\$ 8,339.33	\$ 8,339.33	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 933.00	\$ 933.00	\$ -	\$ 933.00	\$ 933.00	\$ -	\$ -	\$ -
Postage	\$ 85.00	\$ -	\$ 85.00	\$ 85.00	\$ -	\$ 85.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 6,266.67	\$ 6,266.67	\$ -	\$ 6,266.67	\$ 6,266.67	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 80.00	\$ 80.00	\$ -	\$ 80.00	\$ 80.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,400.00	\$ -	\$ 4,400.00	\$ 2,883.00	\$ -	\$ 2,883.00	\$ 1,717.00	\$ -	\$ 1,717.00
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 183,836.78	\$ 30,291.12	\$ 216,227.90	\$ 174,436.78	\$ 30,291.12	\$ 204,727.90	\$ 11,598.00	\$ -	\$ 11,598.00

Instruct As A Percent of Direct

Exhibit B-4 Budget

Initials *DES*
Date *10-12-17*



SPECIAL PROVISIONS

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

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

RSD

10-12-17



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

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

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



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:
 - 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
 - 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.
 - 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

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Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
- 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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10-12-17



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health; law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

October 12, 2017
Date

Deborah Enckson-Irons
Name: Deborah Enckson-Irons
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Imms
Name: Deborah Erickson-Imms
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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

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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 (11)(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:

October 12, 2017
Date

Deborah Eickson-Irons
Name: Deborah Eickson-Irons
Title: Executive Director

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**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

[Handwritten initials]

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



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:

October 12, 2017
Date

Deborah Eukson-Irons
Name: Deborah Eukson-Irons
Title: Executive Director

Exhibit G

Contractor Initials

DEI

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

October 12, 2017
Date

Deborah Enckson-Irons
Name: Deborah Enckson-Irons
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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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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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

10/27/17
Date

Joan G. Lovering Health Center
Name of the Contractor

Deborah Enickson
Signature of Authorized Representative

Deborah Enickson-Irons
Name of Authorized Representative

Executive Director
Title of Authorized Representative

October 12, 2017
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

October 12, 2017
Date

Deborah Evelyn Irons
Name: Deborah Evelyn Irons
Title: Executive Director



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 85-946-9082
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

New Hampshire Department of Health and Human Services
Exhibit K



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.

RCJ

10-12-17



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Planned Parenthood of Northern New England, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 784 Hercules Drive, Suite 110 Colchester, VT 05446.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,096,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.
7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.
8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan
9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace



with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/12/19
Date

[Signature]
Name: Lisa Morris
Title: Director DPHS

Planned Parenthood of Northern New England

6/6/19
Date

[Signature]
Name: Meagan Gallagher
Title: President / CEO

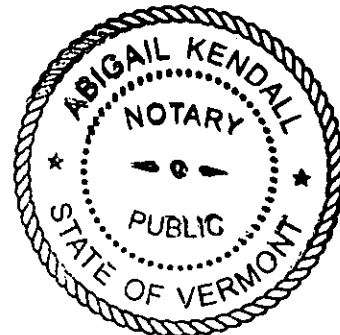
Acknowledgement of Contractor's signature:

State of Vermont, County of Chittenden on June 6th 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Abby Kendall
Name and Title of Notary or Justice of the Peace

My Commission Expires: 1/31/19




New Hampshire Department of Health and Human Services
Family Planning Services Contract



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/19/2019
Date


Name: Nancy J. Smith
Title: Sr. Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated



Exhibit A, Amendment #1

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eleven thousand (11,000) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
 - 4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC



Exhibit A, Amendment #1

models/tools.

4.6. Health Education Materials:

4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.



Exhibit A, Amendment #1

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures



Exhibit A, Amendment #1

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.
- 8.3. Federal Reporting Requirements:
- 8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).
- 8.4. State Clinical Reporting Requirements:
- 8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

- 10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.
- 10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar. A recording of the webinar will be provided and must be watched by all family planning clinical staff within 30 days of live webinar. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

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.
- 2.** Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:

- **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):**
<http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf>

- **With supporting guidelines from:**
US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): <https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm>

U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): <http://dx.doi.org/10.15585/mmwr.rr6504a1>

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>

Attachment A, Amendment #1

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.

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 (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
- Services for adolescents;
- Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
- Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
- Sexually transmitted disease diagnosis and treatment;
- Provision and follow up of referrals as needed to address medical and social services needs.

4. Assurance of confidentiality must be included for all sessions where services are provided.

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 webinar session(s) annually.

- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. <https://www.fpntc.org/resources/family-planning-basics-elearning>
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. <https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects>

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
 - Contraceptive services
 - Pregnancy testing and counseling
 - Achieving pregnancy
 - Basic infertility services
 - Preconception health
 - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13):

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

Attachment A, Amendment #1

- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

- b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
 - Do you have any children now?
 - Do you want to have (more) children?
 - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:

- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:

- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

Attachment A, Amendment #1

- b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
 - Social-behavioral factors
 - Intimate partner violence and sexual violence
 - Mental health and substance use behaviors
4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1 down).
5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
 - a) Checkbox, or;
 - b) Written statement; or
 - c) Method-specific consent form
 - d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.
6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.
7. Counseling adolescent clients should include a discussion on:
 - a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities
 - b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health
 - c) Abstinence: is an effective way to prevent pregnancy and STDs

B. 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.

Attachment A, Amendment #1

- a) Title X requires agencies to 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
 - b) 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

C. 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
 - b) Discussion of reproductive life plan
 - c) Sexual health assessment screening
 - d) Other screening services that include:
 - Obtain medical history
 - Screen for intimate partner violence
 - Screen for tobacco, alcohol, and substance use
 - Screen for immunization status

Attachment A, Amendment #1

- 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)

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

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) Provide additional STD testing as indicated
- c) 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.

3. Treat client if positive for STD and his/her partner(s) 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.
4. Provide STD/HIV risk reduction counseling.

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:**
1. Medical History
 2. Cervical Cytology
 3. Clinical Breast Examination or discussion
 4. Mammography
 5. 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

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

- US Preventive Services Task Force (USPSTF) <http://www.uspreventiveservicestaskforce.org>.
- National Guidelines Clearinghouse (NGCH) <http://www.guideline.gov>.
- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition.
https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) <http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services>
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines <http://www.cdc.gov/std/treatment/>.
- 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.
- American Society for Colposcopy and Cervical Pathology (ASCCP) <http://www.asccp.org>.
- American Society for Reproductive Medicine (ASRM) <http://www.asrm.org>.
- American Cancer Society. <http://www.cancer.org/>.
- North American Society of Pediatric and Adolescent Gynecology <http://www.naspag.org/>.
- Agency for Healthcare Research and Quality <http://www.ahrq.gov/clinic/cpgsix.htm>.
- Partners in Information Access for the Public Health Workforce <http://phpartners.org/guide.html>.
- “Emergency Oral Contraception,” ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: “ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling 1-800-762-2264 or through the Bookstore on the ACOG Web site:* http://www.acog.org/Resources_And_Publications.

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- US Medical Eligibility for Contraceptive Use, 2016.
<http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm>
- AIDS info (DHHS) <http://www.aidsinfo.nih.gov/>.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. <http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299>
- 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>
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition.
<http://www.contraceptivetechnology.org/the-book/>
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- 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>.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: <http://www.cdc.gov/condomeffectiveness/index.html>

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: <http://www.asrm.org/>
- Centers for Disease Control & Prevention A to Z Index, <http://www.cdc.gov/az/b.html>
- Emergency Contraception Web site <http://ec.princeton.edu/>
- Office of Population Affairs: <http://www.hhs.gov/opa>
- Title X Statute <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations>
- Appropriations Language/Legislative Mandates <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates>.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations
https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions <http://www.hhs.gov/opa/regional-contacts>

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- 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.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an “ad hoc” basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- 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.
- 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.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community’s needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. 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.

Community education should serve to enhance 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. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
 - Assist with problem solving, i.e. how to increase male services; solve a “no show” problem, or 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.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Planned Parenthood
Agency Name
of Northern New England

06/06/2019
Date

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client-centered* and *non-coercive* manner in accordance with QFP and Title X requirements 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 for services 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 Title X program requirements and the most current *Quality Family Planning (QFP)*. 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 for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in 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.

Attachment C, Amendment #1

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, 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;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of 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
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), 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.

Attachment C, Amendment #1

AGENCY NAME: _____
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

- 1a. ___ clients will be served
- 1b. ___ clients <100% FPL will be served
- 1c. ___ clients <250% FPL will be served
- 1d. ___ clients <20 will be served
- 1e. ___ clients on Medicaid will be served
- 1f. ___ male clients will be served

Through June 2021, FPP delegate agencies will provide services to:

- 1a. ___ clients will be served
- 1b. ___ clients <100% FPL will be served
- 1c. ___ clients <250% FPL will be served
- 1d. ___ clients <20 will be served
- 1e. ___ clients on Medicaid will be served
- 1f. ___ male clients will be served

SFY 20 Outcome	
1a. ___	Clients served
1b. ___	Clients <100% FPL
1c. ___	Clients <250% FPL
1d. ___	Clients <20
1e. ___	Clients on Medicaid
1f. ___	Clients – Male
1g. ___	Women <25 years positive for Chlamydia

SFY 21 Outcome	
1a. ___	Clients served
1b. ___	Clients <100% FPL
1c. ___	Clients <250% FPL
1d. ___	Clients <20
1e. ___	Clients on Medicaid
1f. ___	Clients – Male
1g. ___	Women <25 years positive for Chlamydia

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 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

Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

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.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: 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.

Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

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 #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** 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)

Attachment C, Amendment #1

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling.</p> <p>SFY 20 Agency Target:</p> <p>SFY 21 Agency Target:</p>	<p>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.</p>
	EVALUATION ACTIVITIES	<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
		<p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

____ Target/Objective Met

Numerator: ____%

Denominator: ____%

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY21*

____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

____ Target/Objective Met

Numerator: ____%

Denominator: ____%

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

Attachment C, Amendment #1

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection.</p> <p>State Minimum Target: 70%</p> <p>SFY 20 Target:</p> <p>SFY 21 Target:</p>	<p>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.</p>
	EVALUATION ACTIVITIES	<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
		<p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	

Attachment C, Amendment #1

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____ %

____ Target/Objective Met

Numerator: ____ %

Denominator: ____ %

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY21*

____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____ %

____ Target/Objective Met

Numerator: ____ %

Denominator: ____ %

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

Attachment C, Amendment #1

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #4: 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)</p> <p>SFY 20 Target:</p> <p>SFY 21 Target:</p>	<p>Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.</p>
		<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
	<p>EVALUATION ACTIVITIES</p>	<p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____ %

____ Target/Objective Met

Numerator: ____ %

Denominator: ____ %

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY21*

____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____ %

____ Target/Objective Met

Numerator: ____ %

Denominator: ____ %

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

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	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 positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives 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.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 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 most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended

pregnancy

Data Source: Region 1 Data 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 LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

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: Region 1 Data 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, STD 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: Client Health Records

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: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings 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.**

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 calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) Data Elements: Effective July 1, 2017	Additional Data Elements Proposed for FPAR 2.0:
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

<u>Due within 30 days of G&C approval:</u>	
<ul style="list-style-type: none"> · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans 	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	Reporting Requirement:
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	<ul style="list-style-type: none"> · FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	<ul style="list-style-type: none"> · I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	Reporting Requirement:
August 31, 2020	<ul style="list-style-type: none"> · Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	<ul style="list-style-type: none"> · FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	<ul style="list-style-type: none"> · I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

Attachment F, Amendment #1

August 31, 2021	<ul style="list-style-type: none">· Patient Satisfaction Surveys· Outreach and Education Report· Annual Training Report· Work Plan Update/Outcome Report· Data Trend Tables (DTT)
TBD	2021 FPAR Data

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services
2. This Agreement is funded from State General Funds.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:
 - 4.1. Utilize budget forms as provided by the Department.
 - 4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.
 - 4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.
 - 4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.
 - 5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
 - 5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
 - 5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.



**New Hampshire Department of Health and Human Services
Family Planning Services**

Exhibit B, Amendment #1

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

9

State of New Hampshire

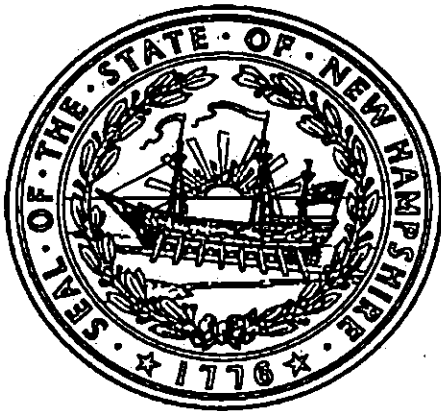
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on September 28, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 77950

Certificate Number: 0004521834



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

NH DHHS CERTIFICATE OF VOTE

I, Anne Fowler, of Planned Parenthood of Northern New England, do hereby certify that:

1. I am the duly elected Secretary of Planned Parenthood of Northern New England;
2. The following are true copies of the resolution duly adopted by a vote of the Board of Trustees of the corporation, duly held on June 5th, 2019;

RESOLVED: That the CEO is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

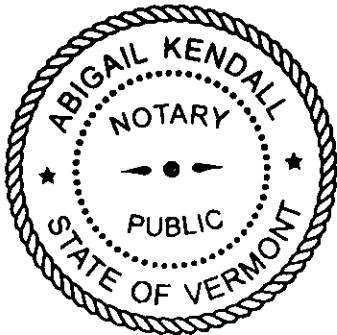
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 6th day of June, 2019.
4. Megan Gallagher is the duly elected CEO of this corporation.




Anne Fowler, Secretary

STATE OF Vermont
COUNTY OF Chittenden

The foregoing instrument was acknowledged before me this 5th day of June, 2019 by Anne Fowler.





Notary Public/Justice of the Peace
My Commission Expires: 1/31/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: healthcare.accounts@marsh.com Fax: 212-948-1307	CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
CN101357758-WC-30-30-19-20 COL,VT GLWCP	INSURER A: New Hampshire Insurance Company	NAIC # 23841
INSURED PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. 784 HERCULES DR, SUITE 110 COLCHESTER, VT 05446	INSURER B: National Union Fire Ins Co Pittsburgh PA	NAIC # 19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** NYC-010145542-06 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			082695195	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ INCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC 015425137	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	MEDICAL PROFESSIONAL CLAIMS-MADE COVERAGE			6793286 Program Retro Date: Per Physician	01/01/2019	01/01/2020	PER CLAIM \$ 1,000,000 AGGREGATE \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: NEW HAMPSHIRE FAMILY PLANNING SERVICES AGREEMENT
 CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR WITH RESPECTS TO GENERAL LIABILITY.

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES ATTN: E. MARIA REINEMANN, ESQ., DIRECTOR 129 PLEASANT STREET CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Ricki Fitzsimmons <i>Ricki Fitzsimmons</i>
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MISSION STATEMENT

To provide, promote, and protect access to reproductive health care and sexuality education so that all people can make voluntary choices about their reproductive and sexual health.





INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE), which comprise the consolidated statement of financial position as of December 31, 2018, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of PPNNE's internal control. Accordingly, we express no such opinion. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of PPNNE as of December 31, 2018, and the consolidated results of their operations, changes in their net assets and their cash flows for the year then ended, in conformity with U.S. generally accepted accounting principles.

Other Matters

Report on Summarized Comparative Information

We have previously audited PPNNE's 2017 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated May 24, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2017 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, in 2018 PPNNE adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958). Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 29, 2019 on our consideration of PPNNE's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of PPNNE's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering PPNNE's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
April 29, 2019
Registration No. 92-0000278

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Financial Position

December 31, 2018

(With Comparative Totals for December 31, 2017)

ASSETS				
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2018 Total</u>	<u>2017 Total</u>
Current assets				
Cash	\$ 6,640,427	\$ 992,859	\$ 7,633,286	\$ 6,773,987
Accounts receivable, net	1,634,820	-	1,634,820	1,709,090
Contributions receivable, net	729,319	18,977	748,296	1,031,221
Other	<u>1,008,001</u>	<u>-</u>	<u>1,008,001</u>	<u>1,012,490</u>
Total current assets	<u>10,012,567</u>	<u>1,011,836</u>	<u>11,024,403</u>	<u>10,526,788</u>
Property and equipment				
Land	35,657	-	35,657	54,157
Buildings	2,598,747	-	2,598,747	3,030,500
Leasehold improvements	4,977,416	-	4,977,416	4,895,538
Furniture, fixtures and equipment	3,328,301	-	3,328,301	3,305,532
Construction-in-progress	<u>825,028</u>	<u>-</u>	<u>825,028</u>	<u>119,308</u>
	11,765,149	-	11,765,149	11,405,035
Less accumulated depreciation and amortization	<u>(7,450,912)</u>	<u>-</u>	<u>(7,450,912)</u>	<u>(7,119,176)</u>
Property and equipment, net	<u>4,314,237</u>	<u>-</u>	<u>4,314,237</u>	<u>4,285,859</u>
Other assets				
Contributions receivable, net of current portion	-	65,907	65,907	23,378
Long-term investments	3,317,766	1,263,577	4,581,343	4,847,426
Other	<u>174,752</u>	<u>405,916</u>	<u>580,668</u>	<u>862,167</u>
Total other assets	<u>3,492,518</u>	<u>1,735,400</u>	<u>5,227,918</u>	<u>5,732,971</u>
Total assets	<u>\$ 17,819,322</u>	<u>\$ 2,747,236</u>	<u>\$20,566,558</u>	<u>\$20,545,618</u>

The accompanying notes are an integral part of these consolidated financial statements.

LIABILITIES AND NET ASSETS

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2018 Total</u>	<u>2017 Total</u>
Current liabilities				
Current portion of long-term debt	\$ 10,500	\$ -	\$ 10,500	\$ 10,000
Accounts payable and accrued expenses	869,081	-	869,081	997,307
Accrued salaries and benefits	869,502	-	869,502	768,663
Other	<u>1,179,831</u>	<u>-</u>	<u>1,179,831</u>	<u>1,022,678</u>
Total current liabilities	2,928,914	-	2,928,914	2,798,648
Long-term debt, net of current portion	<u>249,511</u>	<u>-</u>	<u>249,511</u>	<u>259,767</u>
Total liabilities	<u>3,178,425</u>	<u>-</u>	<u>3,178,425</u>	<u>3,058,415</u>
Net assets				
Without donor restrictions	14,640,897	-	14,640,897	13,358,214
With donor restrictions	<u>-</u>	<u>2,747,236</u>	<u>2,747,236</u>	<u>4,128,989</u>
Total net assets	<u>14,640,897</u>	<u>2,747,236</u>	<u>17,388,133</u>	<u>17,487,203</u>
Total liabilities and net assets	<u>\$ 17,819,322</u>	<u>\$ 2,747,236</u>	<u>\$20,566,558</u>	<u>\$20,545,618</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Activities

**Year Ended December 31, 2018
(With Comparative Totals for Year Ended December 31, 2017)**

	Without-Donor Restrictions	With-Donor Restrictions	2018 Total	2017 Total
Operating revenue and support				
Gross patient service revenue	\$ 38,805,985	\$ -	\$ 38,805,985	\$ 38,236,910
Less contractual allowances and discounts	24,084,403	-	24,084,403	23,211,638
Patient service revenue (net of contractual allowances and discounts)	14,721,582	-	14,721,582	15,025,272
Less provision for bad debts	763,092	-	763,092	704,552
Net patient service revenue	13,958,490	-	13,958,490	14,320,720
Grants and contracts	3,891,495	-	3,891,495	3,559,538
Contributions and bequests	6,485,997	238,886	6,724,883	7,328,059
Other	582,993	54,181	637,174	548,258
	24,918,975	293,067	25,212,042	25,756,575
Net assets released from restrictions	973,380	(973,380)	-	-
Total operating revenue and support	25,892,355	(680,313)	25,212,042	25,756,575
Operating expenses				
Program services				
Direct patient services	17,791,280	-	17,791,280	16,432,626
Education and outreach	188,070	-	188,070	132,052
Public policy	2,323,732	-	2,323,732	1,626,944
Marketing and communication	278,696	-	278,696	209,744
Total program services	20,581,778	-	20,581,778	18,401,366
Support services				
General and administrative	2,815,511	-	2,815,511	2,585,306
Fundraising	1,389,606	-	1,389,606	1,165,984
Total support services	4,205,117	-	4,205,117	3,751,290
Total expenses	24,786,895	-	24,786,895	22,152,656
Change in net assets from operations	1,105,460	(680,313)	425,147	3,603,919
Other changes				
Non-operating investment (loss) gain	(349,920)	(174,297)	(524,217)	396,807
Contributions	-	-	-	15,080
Net assets released from restrictions	527,143	(527,143)	-	-
Total other changes	177,223	(701,440)	(524,217)	411,887
Change in net assets	1,282,683	(1,381,753)	(99,070)	4,015,806
Net assets, beginning of year	13,358,214	4,128,989	17,487,203	13,471,397
Net assets, end of year	\$ 14,640,897	\$ 2,747,236	\$ 17,388,133	\$ 17,487,203

The accompanying notes are an integral part of these consolidated financial statements.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2018
(With Comparative Totals for Year Ended December 31, 2017)

	Direct Patient Services	Education and Outreach	Public Policy	Marketing and Communication	Total Program Services	General and Administrative	Fundraising	Total Support Services	2018 Total	2017 Total
Payroll and related costs	\$ 10,739,362	\$ 144,921	\$ 1,192,623	\$ 103,716	\$ 12,180,622	\$ 1,595,257	\$ 1,020,507	\$ 2,615,764	\$ 14,796,386	\$ 13,122,084
Contraceptive supplies	1,954,567	51	-	-	1,954,618	-	-	-	1,954,618	2,068,450
Outside laboratory fees	477,267	-	-	-	477,267	-	-	-	477,267	516,341
Occupancy costs	1,799,342	13,596	138,631	10,091	1,961,660	145,268	55,336	200,604	2,162,264	1,989,820
Medical supplies	697,400	30	-	-	697,430	-	-	-	697,430	701,247
Professional services	584,905	63	201,050	75	786,093	595,646	40,833	636,479	1,422,572	995,742
Advertising	-	-	198,199	122,912	321,111	11,391	350	11,741	332,852	213,782
Insurance and taxes	222,969	248	2,734	145	226,096	12,302	1,008	13,310	239,406	233,984
Printing and postage	58,622	2,912	5,196	37,075	103,805	4,380	66,296	70,676	174,481	190,217
Dues and materials	56,731	4,401	168,522	-	229,654	9,767	2,510	12,277	241,931	175,683
Interest expense	13,096	-	-	-	13,096	-	-	-	13,096	24,685
Other	521,893	21,727	388,291	4,682	936,593	318,556	188,204	506,760	1,443,353	1,165,348
Total expenses before depreciation and amortization	17,126,154	187,949	2,295,246	278,696	19,888,045	2,692,567	1,375,044	4,067,611	23,955,656	21,397,383
Depreciation and amortization	665,126	121	28,486	-	693,733	122,944	14,562	137,506	831,239	755,273
Total expenses	\$ 17,791,280	\$ 188,070	\$ 2,323,732	\$ 278,696	\$ 20,581,778	\$ 2,815,511	\$ 1,389,606	\$ 4,205,117	\$ 24,786,895	\$ 22,152,656

The accompanying notes are an integral part of these consolidated financial statements.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Cash Flows

Year Ended December 31, 2018
(With Comparative Totals for Year Ended December 31, 2017)

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ (99,070)	\$ 4,015,806
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	831,239	755,273
Provision for bad debts	763,092	704,552
Revenue from contributed securities	(692,102)	(1,457,623)
Proceeds of contributed securities	692,102	1,457,623
Unrealized/realized loss (gain) on investments	584,446	(433,390)
Contributions restricted to long-term purposes	-	(15,080)
Change in value of beneficial interest in trusts	95,944	(241,753)
Gain on disposal of property and equipment	(223,785)	-
(Increase) decrease in		
Accounts receivable	(688,822)	(1,126,863)
Contributions receivable	210,631	373,508
Other current assets	4,489	(168,065)
Other long-term assets	185,555	55,864
(Decrease) increase in		
Accounts payable and accrued expenses	(339,709)	431,401
Accrued salaries and benefits	100,839	31,414
Other current liabilities	157,153	143,075
Net cash provided by operating activities	<u>1,582,002</u>	<u>4,525,742</u>
Cash flows from investing activities		
Purchases of property and equipment	(746,831)	(461,501)
Proceeds from sale of property and equipment	322,482	-
Proceeds from sale of investments	312,677	1,122,100
Purchases of investments	(631,040)	(1,087,593)
Net cash used by investing activities	<u>(742,712)</u>	<u>(426,994)</u>
Cash flows from financing activities		
Contributions received for long-term purposes	29,765	48,202
Principal payments on long-term debt	(9,756)	(411,063)
Net cash provided (used) by financing activities	<u>20,009</u>	<u>(362,861)</u>
Net increase in cash	859,299	3,735,887
Cash, beginning of year	<u>6,773,987</u>	<u>3,038,100</u>
Cash, end of year	<u>\$ 7,633,286</u>	<u>\$ 6,773,987</u>
Supplemental disclosure:		
Noncash investing and financing transactions		
Purchases of property and equipment included in accounts payable and accrued expenses	<u>\$ 211,483</u>	<u>\$ -</u>

The accompanying notes are an integral part of these consolidated financial statements.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018
(With Comparative Totals for December 31, 2017)

Nature of Activities

Planned Parenthood of Northern New England, Inc. (PPNNE) is a Vermont nonprofit corporation organized for the purpose of providing reproductive health and education services. PPNNE is also an advocacy organization working for public policies which guarantee reproductive rights and ensure access to services. PPNNE is registered to conduct business in Maine, New Hampshire and Vermont.

In 1990, PPNNE established Planned Parenthood of Northern New England Action Fund, Inc., a nonprofit corporation, for the purpose of expanding lobbying activities for the states of Maine, New Hampshire and Vermont. During 2014, PPNNE amended the operating documents of Planned Parenthood of Northern New England Action Fund, Inc. to include activities for only the state of Vermont and renamed the corporation Planned Parenthood Vermont Action Fund, Inc. Also during 2014, PPNNE established Planned Parenthood Maine Action Fund, Inc. and Planned Parenthood New Hampshire Action Fund, Inc., both nonprofit corporations, for the purpose of expanding lobbying activities for the states of Maine and New Hampshire, respectively.

Operations and balances of Planned Parenthood Vermont Action Fund, Inc., Planned Parenthood Maine Action Fund, Inc. and Planned Parenthood New Hampshire Action Fund, Inc. (collectively known as the Action Funds) are considered immaterial to PPNNE, but are included in the accompanying consolidated financial statements.

1. Summary of Significant Accounting Policies

New Accounting Pronouncements

In August 2016, the Financial Accounting Standard Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The previous three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The ASU is effective for PPNNE for the year ended December 31, 2018.

In July 2018, FASB issued ASU No. 2018-08, *Not-for-Profit Entities* (Topic 958). The ASU was issued to clarify and improve the accounting guidance for contributions received and contributions made. The ASU is effective for annual periods beginning after December 15, 2018. PPNNE is evaluating the impact that ASU No. 2018-08 will have on its consolidated financial statements and related disclosures.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

In May 2014, FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which PPNNE expects to be entitled in exchange for those goods and services. ASU No. 2014-09 will replace most existing revenue recognition guidance in U.S. generally accepted accounting principles (U.S. GAAP) when it becomes effective. ASU No. 2014-09 is effective for the PPNNE's fiscal year ending December 31, 2019. ASU No. 2014-09 permits the use of either the retrospective or cumulative effect transition method. PPNNE is evaluating the impact that ASU No. 2014-09 will have on its consolidated financial statements and related disclosures.

In February 2016, FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The ASU was issued to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities in the statement of financial position and disclosing key information about leasing arrangements. The ASU is effective for annual periods beginning after December 15, 2019. Management is reviewing the guidance in the ASU to determine whether it will have a material effect on PPNNE's financial position or changes in its net assets.

Principles of Consolidation

The consolidated financial statements include the accounts of PPNNE and the Action Funds. The Action Funds are consolidated since PPNNE has both an economic interest in the Action Funds and control of the Action Funds through a majority voting interest in their governing boards. All material interorganizational transactions have been eliminated.

Comparative Financial Information

The consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with PPNNE's consolidated financial statements for the year ended December 31, 2017, from which the summarized information was derived.

Use of Estimates

The preparation of the consolidated financial statements, in conformity with U.S. GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

**December 31, 2018
(With Comparative Totals for December 31, 2017)**

Basis of Statement Presentation

The consolidated financial statements of PPNNE have been prepared in accordance with U.S. GAAP, which require PPNNE to report information regarding its consolidated financial position and activities according to the following net asset classification:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of PPNNE. These net assets may be used at the discretion of PPNNE's management and the Board of Trustees.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of PPNNE or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Promises to Give

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. The gifts are reported as support for net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets.

Income Taxes

The Internal Revenue Service has determined that PPNNE and its subsidiaries, the Action Funds, are exempt from taxation under Internal Revenue Code Sections 501(c)(3) and 501(c)(4), respectively. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

Cash

PPNNE maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. PPNNE has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

In evaluating the collectibility of patient accounts receivable, PPNNE analyzes past results and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Data for each major source is regularly reviewed to evaluate the allowance for uncollectible accounts. For receivables relating to services provided to patients having third-party coverage, PPNNE analyzes contractually due amounts and provides an allowance for uncollectible accounts and a corresponding provision for bad debts. For receivables relating to self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances for which third-party coverage exists for part of the bill), PPNNE records a provision for bad debts in the period of service based on past experience, which indicates that many patients are unable to pay amounts for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged against the allowance for uncollectible accounts.

The allowance for uncollectible accounts was \$930,000 and \$758,000 at December 31, 2018 and 2017, respectively. During 2018 and 2017, net write-offs of self-pay accounts were approximately \$587,000 and \$552,000, respectively. An increase in the self-pay accounts receivable balances led management to increase the allowance for uncollectible accounts by \$172,000.

Property and Equipment

Property and equipment is stated at cost at the date of acquisition or fair market value at the date of the gift. Donated property and equipment is reported as support without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as support with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, PPNNE reports expirations when the donated or acquired assets are placed in service as instructed by the donor. PPNNE reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Depreciation is computed using the straight-line method over the estimated useful lives of the underlying assets. Amortization of leasehold improvements is computed using the straight-line method over the lesser of the useful lives or the term of the underlying leases. The cost of maintenance and repairs is charged to expense as incurred; renewals and betterments greater than \$1,000 are capitalized.

At December 31, 2018, PPNNE was in the process of renovating its Manchester, New Hampshire and Brattleboro, Vermont locations. As of December 31, 2018, PPNNE had incurred costs of approximately \$790,000. Renovations for Brattleboro, Vermont were completed in January 2019 and renovations for Manchester, New Hampshire are expected to be completed in July 2019. The estimated total cost of these projects of \$1,300,000 is being funded through restricted donations from a capital campaign.

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(With Comparative Totals for December 31, 2017)**

Investments

PPNNE is required to report covered investments in the statement of financial position at fair value with any realized or unrealized gains and losses reported in the consolidated statement of activities. Covered investments include all equity securities with readily determinable fair values and all investments in debt securities. All of PPNNE's investments are held in cash and cash equivalents, exchange traded funds or mutual funds.

Gifts of securities are reported at fair value on the date of the gift. PPNNE's policy is to liquidate all donated securities as soon as possible. Any resulting gain or loss is recognized in the net assets without donor restrictions category.

An amount equal to investment income appropriated for operating purposes is included in operating revenue and support in the consolidated statement of activities. The remainder of investment income is excluded from the consolidated change in net assets from operations.

Change in Net Assets from Operations

The statement of activities report the change in net assets from operations. The changes in net assets which are excluded from this measurement include investment income greater than amounts eligible to be distributed pursuant to PPNNE's spending policy, contributions which are restricted by the donor to be maintained in perpetuity or which are donor-restricted to be used for the purpose of acquiring long-term assets and the release thereof when PPNNE has complied with the donative restrictions.

Net Patient Service Revenue

PPNNE has agreements with third-party payors that provide for payments at amounts different from their established rates. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered. For the years ended December 31, 2018 and 2017, net patient service revenue was reduced by \$14,787,881 and \$14,392,653, respectively, as a result of third-party contractual allowances and other adjustments.

The net patient service revenue percentage by third-party payors and patients for the years ended December 31 was as follows:

	<u>2018</u>	<u>2017</u>
Commercial	66%	68%
Medicare and Medicaid	21	20
Private pay	<u>13</u>	<u>12</u>
	<u>100%</u>	<u>100%</u>

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Charity Care

PPNNE also provides patient services under sliding fee arrangements. These discounts from charges are available for eligible patients whose income and family size meet the criteria outlined in the federal poverty guidelines updated each year. Because PPNNE does not pursue collection of amounts determined to qualify as charity care as described above, they are not reported as patient service revenue. PPNNE maintains records to identify the amount of charges forgone for services and supplies furnished under its sliding fee/charity care policy, as well as the estimated cost of those services and supplies and equivalent service statistics.

The following information measures the level of charity care provided during the years ended December 31:

	<u>2018</u>	<u>2017</u>
Charges foregone, based on established rates	\$ <u>8,311,036</u>	\$ <u>8,070,504</u>
Estimated costs and expenses incurred to provide charity care	\$ <u>5,344,000</u>	\$ <u>4,692,000</u>
Equivalent percentage of charity care charges to patient charges	<u>21.56%</u>	<u>21.18%</u>

Cost of providing charity care services has been estimated based on an overall financial statement ratio of costs to charges applied to charity charges forgone.

Functional Allocation of Expenses

PPNNE's expenses are presented on a functional basis, showing basic program activities and support services. PPNNE directly assigns costs based on the organizational cost centers (functional units) in which expenses are incurred or expenses are allocated between support functions and program services based on an analysis of personnel time and space utilized for the related services.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, PPNNE has considered transactions or events occurring through April 29, 2019, which was the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

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2. Liquidity and Availability of Financial Assets

PPNNE regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds. PPNNE has various sources of liquidity at its disposal, including cash, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, PPNNE considers all expenditures related to its ongoing activities, and general and administrative services undertaken to support those ongoing activities, to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, PPNNE operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings.

PPNNE had working capital less assets with restrictions of \$5,702,124 and \$5,304,437 at December 31, 2018 and 2017, respectively. PPNNE had average days (based on normal expenditures) cash and unrestricted investments on hand of 152 and 143 at December 31, 2018 and 2017, respectively.

At December 31, 2018 and 2017, the following financial assets could readily be available within one year of the statement of financial position date to meet general expenditure:

	<u>2018</u>	<u>2017</u>
Financial assets		
Cash	\$ 7,633,286	\$ 6,773,987
Accounts receivable, net	1,634,820	1,709,090
Contributions receivable, net	748,296	1,031,221
Grants receivable due in one year or less for operations	397,655	409,384
Investments without board-designation or donor-restrictions	443,433	550,315
Expected appropriation of donor-restricted endowed funds for use over the next 12 months	55,063	54,181
Expected appropriation of board-designated endowed funds for use over the next 12 months	<u>133,360</u>	<u>129,895</u>
Total financial assets	<u>11,045,913</u>	<u>10,658,073</u>
Assets with restrictions		
Board-designated cash for capital acquisitions	(1,642,881)	(1,167,776)
Donor-restricted cash for capital acquisitions	(750,484)	(1,247,627)
Donor-restricted cash for endowment	<u>-</u>	<u>(8,300)</u>
Total assets with restrictions	<u>(2,393,365)</u>	<u>(2,423,703)</u>
Financial assets available to meet general expenditures within one year	<u>\$ 8,652,548</u>	<u>\$ 8,234,370</u>

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PPNNE's Board of Trustees has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Trustees.

PPNNE also has a line of credit available to meet short-term needs, as disclosed in Note 7.

3. Accounts Receivable

Accounts receivable consisted of the following:

	<u>2018</u>	<u>2017</u>
Patient accounts receivable	\$ 3,514,820	\$ 3,339,090
Less allowance for contractual adjustments	(950,000)	(872,000)
Less allowance for uncollectible accounts	<u>(930,000)</u>	<u>(758,000)</u>
	<u>\$ 1,634,820</u>	<u>\$ 1,709,090</u>

4. Contributions Receivable

Contributions receivable consisted of the following:

	<u>2018</u>	<u>2017</u>
Contributions for		
Operating purposes	\$ 755,098	\$ 861,850
Operating purposes, time restriction	65,000	170,000
Capital projects	<u>1,000</u>	<u>32,000</u>
Contributions receivable, gross	821,098	1,063,850
Less allowance for uncollectible contributions and unamortized discounts of approximately 2% at December 31, 2018 and 2017	<u>(6,895)</u>	<u>(9,251)</u>
Contributions receivable, net	814,203	1,054,599
Less contributions receivable, current portion	<u>748,296</u>	<u>1,031,221</u>
Contributions receivable, net of current portion	<u>\$ 65,907</u>	<u>\$ 23,378</u>

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Contributions are due as follows at December 31:

	<u>2018</u>	<u>2017</u>
Less than one year	\$ 750,458	\$ 1,038,846
One to five years	<u>70,640</u>	<u>25,004</u>
Contributions receivable, gross	<u>\$ 821,098</u>	<u>\$ 1,063,850</u>

5. Beneficial Interest in Trusts

PPNNE is a member of the Planned Parenthood Federation of America, Inc. (PPFA), a national organization, and pays quarterly dues to PPFA for program support provided. PPFA administers various charitable gift annuity and pooled income fund gift programs and a charitable remainder annuity trust in which PPNNE is designated to receive any remaining assets at the end of the program's term. PPNNE's interest in these trusts is reported as a contribution in the year in which it is notified of its interest.

Several donors have established trusts naming PPNNE as the beneficiary of charitable remainder trusts, which are administered by a third-party. The charitable remainder trusts provide for the payment of distributions to the grantor or other designated beneficiaries over the trust's term (usually the designated beneficiary's lifetime).

The beneficial interest in these trusts is calculated based on the present value of the underlying assets using the beneficiaries' life expectancies and a 2.56% and 2.16% discount rate in 2018 and 2017, respectively.

Beneficial interest in trusts, included in other long-term assets in the consolidated statement of financial position, consisted of the following:

	<u>2018</u>	<u>2017</u>
Charitable gift annuities	\$ 78,778	\$ 112,553
Charitable remainder unitrusts	<u>327,138</u>	<u>573,268</u>
	<u>\$ 405,916</u>	<u>\$ 685,821</u>

6. Investments

The market value of the investments is as follows:

	<u>2018</u>	<u>2017</u>
Cash and cash equivalents	\$ 195,052	\$ 94,371
Mutual funds	4,028,205	4,415,409
Exchange traded funds	<u>358,086</u>	<u>337,646</u>
	<u>\$ 4,581,343</u>	<u>\$ 4,847,426</u>

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Investment income (loss) is summarized as follows:

	<u>2018</u>	<u>2017</u>
Interest and dividend income	\$ 268,862	\$ 170,639
Realized gain	12,976	16,778
Unrealized (loss) gain	(597,422)	416,612
Investment fees	<u>(24,557)</u>	<u>(25,222)</u>
	<u>\$ (340,141)</u>	<u>\$ 578,807</u>

Net investment (loss) income is reported in the consolidated statement of activities as follows:

	<u>2018</u>	<u>2017</u>
Operating investment income	\$ 184,076	\$ 182,000
Non-operating investment (loss) income	<u>(524,217)</u>	<u>396,807</u>
	<u>\$ (340,141)</u>	<u>\$ 578,807</u>

Investments in general are exposed to various risks, such as interest rates, credit and overall market volatility. As such, it is reasonably possible that changes could materially affect the amounts reported in the consolidated statement of financial position.

7. Line of Credit

PPNNE has a \$1,500,000 line of credit agreement at People's United Bank. The line of credit bears interest at the Wall Street Journal prime rate, subject to a floor (5.50% at December 31, 2018). The agreement expires August 1, 2019. Under the terms of the agreement, investments without donor restrictions not to exceed \$2,300,000, margined at 70% and subject to securities mix and bond rates, as well as 70% of PPNNE's pledged endowment account plus eligible accounts receivable aged 90 days and less, are pledged as collateral. There was no outstanding balance on the line of credit as of December 31, 2018 and 2017.

In connection with the line of credit agreement, PPNNE is required to maintain a debt service coverage ratio of 1.2-to-1. PPNNE was in compliance with this ratio for the year ended December 31, 2018.

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8. Long-Term Debt

Long-term debt consisted of the following:

	<u>2018</u>	<u>2017</u>
Mortgage note payable to People's United Bank, with monthly installments due of \$1,904, including interest at 4.87%, through September 2025, with a balloon payment for the remaining balance due at maturity, collateralized by buildings.	\$ 260,011	\$ 269,767
Less current portion	<u>10,500</u>	<u>10,000</u>
Long-term debt, excluding current portion	<u>\$ 249,511</u>	<u>\$ 259,767</u>

Future maturities of long-term debt are approximately as follows:

2019	\$ 10,500
2020	11,000
2021	11,500
2022	12,000
2023	12,500
Thereafter	<u>202,511</u>
	<u>\$ 260,011</u>

Cash paid for interest approximates interest expense for the years ended December 31, 2018 and 2017.

Under the terms of People's United mortgage note agreement, PPNNE is required to maintain financial covenants, which were met as of December 31, 2018 and 2017.

9. Operating Leases

PPNNE rents certain facilities and leases office equipment from third-parties under agreements reflected as operating leases. The total facility rent expense was \$1,223,186 and \$1,120,768 in 2018 and 2017, respectively. Total equipment lease expense was \$43,315 and \$48,010 in 2018 and 2017, respectively.

Future minimum lease commitments are approximately as follows:

2019	\$ 949,000
2020	889,000
2021	668,000
2022	410,000
2023	342,000
Thereafter	<u>709,000</u>
	<u>\$ 3,967,000</u>

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Rental income relating to subleases under these leases was \$12,700 and \$17,100 in 2018 and 2017, respectively.

10. Commitments and Contingencies

Grants and Contracts

Grants and contracts require the fulfillment of certain conditions as set forth in the instrument of the grant or contract. Failure to fulfill the conditions could result in the return of funds to the grantor. Although that is a possibility, management deems the contingency remote.

Risk Management

PPNNE maintains medical malpractice insurance coverage on a claims-made basis. PPNNE is subject to complaints, claims and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires PPNNE to accrue the ultimate cost of malpractice claims when the indicant that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. PPNNE has evaluated its exposure to losses arising from potential claims and determined no such accrual is necessary for the years ended December 31, 2018 and 2017. PPNNE intends to renew coverage on a claims-made basis and anticipates coverage will be available in future periods.

Litigation

PPNNE is involved in legal matters arising from the ordinary course of business. In the opinion of management, these matters will not materially affect PPNNE's financial position.

11. Net Assets

Net assets without donor restrictions were as follows at December 31:

	<u>2018</u>	<u>2017</u>
Undesignated	\$ 11,766,564	\$ 10,485,456
Board-designated endowment funds	<u>2,874,333</u>	<u>2,872,758</u>
	<u>\$ 14,640,897</u>	<u>\$ 13,358,214</u>

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Net assets with donor restrictions are available for the following purposes:

	<u>2018</u>	<u>2017</u>
Funds maintained in perpetuity:		
Key to the Future Fund, income unrestricted	\$ 944,717	\$ 944,717
Laura Fund, income unrestricted	130,429	130,429
The David Wagner Fund, income restricted	50,559	50,559
Maine endowment, income unrestricted	76,209	76,209
Other endowment funds, income unrestricted	<u>113,284</u>	<u>113,284</u>
Total funds maintained in perpetuity	<u>1,315,198</u>	<u>1,315,198</u>
Funds maintained with donor restrictions temporary in nature		
Accumulated (loss) earnings on funds maintained in perpetuity	\$ (51,622)	\$ 117,455
Planned Gifts	405,916	685,821
Laura Fund	51,571	80,014
Other programs	210,689	432,575
Time restriction	65,000	220,299
Capital projects	<u>750,484</u>	<u>1,277,627</u>
Total funds maintained with donor restrictions temporary in nature	<u>1,432,038</u>	<u>2,813,791</u>
Total net assets with donor restrictions	<u>\$ 2,747,236</u>	<u>\$ 4,128,989</u>

Net assets released from restrictions consisted of the following:

	<u>2018</u>	<u>2017</u>
Operating purpose or time restrictions accomplished		
PPFA - planned gifts	\$ 183,961	\$ -
Laura Fund	124,699	35,341
Cancer Screening Access Fund	18,718	19,079
CAPS Grant	50,000	58,826
Restricted to other programs	31,488	9,120
Time restrictions met	<u>564,514</u>	<u>1,064,240</u>
	<u>\$ 973,380</u>	<u>\$ 1,186,606</u>
Nonoperating purpose restrictions accomplished		
Acquisition of long-term assets	<u>\$ 527,143</u>	<u>\$ 49,460</u>

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12. Endowments

PPNNE's endowments include both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

PPNNE has interpreted the State of Vermont Uniform Prudent Management of Institutional Funds Act (the Act) as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, PPNNE classifies as net assets with perpetual donor restriction (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) accumulations to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' corpus value, the excess is available for appropriation and, therefore, included in net assets with donor restrictions until appropriated by the Board of Trustees for expenditure. PPNNE has interpreted the act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Trustees to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, PPNNE considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of PPNNE and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of PPNNE, and
- (7) The investment policies of PPNNE.

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Endowment Composition and Changes in Endowment

The endowment net assets composition by type of fund as of December 31, 2018 is as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 1,263,576	\$ 1,263,576
Board-designated endowment funds	<u>2,874,333</u>	<u>-</u>	<u>2,874,333</u>
Total funds	<u>\$ 2,874,333</u>	<u>\$ 1,263,576</u>	<u>\$ 4,137,909</u>

The changes in endowment net assets for the year ended December 31, 2018 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, December 31, 2017	\$ 2,872,758	\$ 1,432,653	\$ 4,305,411
Investment return			
Investment income	136,653	55,072	191,725
Net depreciation	<u>(414,479)</u>	<u>(169,968)</u>	<u>(584,447)</u>
Total investment loss	<u>(277,826)</u>	<u>(114,896)</u>	<u>(392,722)</u>
Contributions	1,575	-	1,575
Transfers from undesignated net assets	407,721	-	407,721
Endowment assets appropriated for expenditure	<u>(129,895)</u>	<u>(54,181)</u>	<u>(184,076)</u>
Endowment net assets, December 31, 2018	<u>\$ 2,874,333</u>	<u>\$ 1,263,576</u>	<u>\$ 4,137,909</u>

The endowment net assets composition by type of fund as of December 31, 2017 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 1,432,653	\$ 1,432,653
Board-designated endowment funds	<u>2,872,758</u>	<u>-</u>	<u>2,872,758</u>
Total funds	<u>\$ 2,872,758</u>	<u>\$ 1,432,653</u>	<u>\$ 4,305,411</u>

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The changes in endowment net assets for the year ended December 31, 2017 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, December 31, 2016	\$ 2,737,758	\$ 1,300,677	\$ 4,038,435
Investment return			
Investment income	30,162	40,429	70,591
Net appreciation	<u>98,515</u>	<u>129,790</u>	<u>228,305</u>
Total investment return	128,677	170,219	298,896
Contributions	135,000	15,080	150,080
Endowment assets appropriated for expenditure	<u>(128,677)</u>	<u>(53,323)</u>	<u>(182,000)</u>
Endowment net assets, December 31, 2017	<u>\$ 2,872,758</u>	<u>\$ 1,432,653</u>	<u>\$ 4,305,411</u>

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires PPNNE to retain as a fund of perpetual duration. Deficiencies of this nature exist in 4 donor-restricted endowment funds, which together have an original gift value of \$1,264,640, a current fair value of \$1,212,005, and an accumulated deficiency of \$52,635 as of December 31, 2018. These deficiencies resulted from unfavorable market fluctuations that occurred shortly after the investment of new contributions for donor-restricted endowment funds and continued appropriation for certain programs that was deemed prudent by the Board of Trustees. There were no deficiencies of this nature as of December 31, 2017.

Return Objectives and Risk Parameters

PPNNE has adopted investment and spending policies for endowment assets that attempt to provide for equal treatment of present and future needs, with neither group favored at the expense of the other. To meet these objectives, the Board of Trustees seeks to provide reasonably stable and predictable funds from the endowment for PPNNE's operating budget, to grow capital and to preserve and grow the real (inflation-adjusted) purchasing power of assets as indicated by the aggregate value of appreciation and income. PPNNE seeks to generate a long-term target rate of return in excess of five percent above the rate of inflation plus costs of managing the investments.

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Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, PPNNE relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). PPNNE targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, PPNNE seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

Spending Policy

PPNNE's investment policy states that spendable investment income will be calculated as 4% of the average endowment portfolio value based on the portfolio market value at the end of the most recent 12 quarters. Appropriations and withdrawals in excess of this policy must be approved by the Board of Trustees. Under this policy, PPNNE appropriated for distribution \$184,076 and \$182,000 for operating purposes for the years ended December 31, 2018 and 2017, respectively, which are included in other operating revenue and support in the consolidated statement of activities. Earnings on board-designated endowment funds in excess of appropriations are available for operations and are reported as investment return without donor restrictions.

13. Fair Value Measurements

FASB Accounting Standards Codification (ASC) Topic 820-10-20, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820-10-20 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

- Level 1:** Quoted prices (unadjusted) or identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2:** Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active and other inputs that are observable or can be corroborated by observable market data.
- Level 3:** Significant unobservable inputs that reflect PPNNE's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

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Assets measured at fair value on a recurring basis were as follows:

	Fair Value Measurements at December 31, 2018			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	\$ 195,052	\$ 195,052	\$ -	\$ -
Mutual funds	4,028,205	4,028,205	-	-
Exchange traded funds	358,086	358,086	-	-
Investments	<u>\$ 4,581,343</u>	<u>\$ 4,581,343</u>	<u>\$ -</u>	<u>\$ -</u>
Contributions receivable	\$ 814,203	\$ -	\$ -	\$ 814,203
Charitable gift annuities	\$ 78,778	\$ -	\$ 78,778	\$ -
Charitable remainder unitrusts	327,138	-	327,138	-
Beneficial interest in trusts	<u>\$ 405,916</u>	<u>\$ -</u>	<u>\$ 405,916</u>	<u>\$ -</u>

	Fair Value Measurements at December 31, 2017			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	\$ 94,371	\$ 94,371	\$ -	\$ -
Mutual funds	4,415,409	4,415,409	-	-
Exchange traded funds	337,646	337,646	-	-
Investments	<u>\$ 4,847,426</u>	<u>\$ 4,847,426</u>	<u>\$ -</u>	<u>\$ -</u>
Contributions receivable	\$ 1,054,599	\$ -	\$ -	\$ 1,054,599
Charitable gift annuities	\$ 112,553	\$ -	\$ 112,553	\$ -
Charitable remainder unitrusts	573,268	-	573,268	-
Beneficial interest in trusts	<u>\$ 685,821</u>	<u>\$ -</u>	<u>\$ 685,821</u>	<u>\$ -</u>

The fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for PPNNE's various financial instruments included in Level 2 and Level 3.

The fair value for the beneficial interest in trusts is primarily based on an estimate of the fair value of underlying securities invested in by the trusts, discounted to their present value. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

The fair value for Level 3 assets is based upon the present value of expected cash flows using current market interest rates.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2018
(With Comparative Totals for December 31, 2017)

Significant activity for assets measured at fair value on a recurring basis using significant unobservable inputs is as follows:

	<u>Contributions Receivable</u>
December 31, 2016	\$ 1,461,229
Contributions/additions	1,236,932
Receipts	<u>(1,643,562)</u>
December 31, 2017	1,054,599
Contributions/additions	1,666,355
Receipts	<u>(1,906,751)</u>
December 31, 2018	<u>\$ 814,203</u>



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE), which comprise the consolidated statement of financial position as of December 31, 2018, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated April 29, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered PPNNE's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of PPNNE's internal control. Accordingly, we do not express an opinion on the effectiveness of PPNNE's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of PPNNE's consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether PPNNE's consolidated financial statements ~~are free from material misstatement, we performed tests of their compliance with certain provisions of~~ laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of PPNNE's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering PPNNE's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dawn McNeil & Parker, LLC

Portland, Maine
April 29, 2019
Registration No. 92-0000278



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL
OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

Report on Compliance for Each Major Federal Program

We have audited Planned Parenthood of Northern New England, Inc. and Related Entities' (PPNNE) compliance with the types of compliance requirements described in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on each of PPNNE's major federal programs for the year ended December 31, 2018. PPNNE's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of PPNNE's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about PPNNE's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of PPNNE's compliance.

Opinion on Each Major Federal Program

In our opinion, PPNNE complied, in all material respects, with the requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2018.

Report on Internal Control Over Compliance

Management of PPNNE is responsible for establishing and maintaining effective internal control over compliance ~~with the types of compliance requirements referred to above. In planning and performing our audit of compliance,~~ we considered PPNNE's internal control over compliance with requirements that could have a direct and material effect on each major federal program in order to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of PPNNE's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this communication is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the consolidated financial statements of PPNNE as of and for the year ended December 31, 2018, and have issued our report thereon dated April 29, 2019, which contained an unmodified opinion on those consolidated financial statements. Our audit was performed for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information ~~directly to the underlying accounting and other records used to prepare the consolidated financial statements~~ or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
April 29, 2019
Registration No. 92-0000278

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Schedule of Expenditures of Federal Awards

Year Ended December 31, 2018

Federal Grantor Program Title <u>Pass-Through Grantor</u>	Federal CFDA <u>Number</u>	Contract/Pass-Through Identifying <u>Number</u>	Federal <u>Expenditures</u>
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)			
Family Planning Services (Title X)			
Direct			
Family Planning Services			
04/01/2016 - 03/31/2019	93.217	6FPHPA016244-02-01	\$ 167,500
04/01/2017 - 08/31/2018	93.217	6FPHPA016244-02-03	280,000
09/01/2018 - 03/31/2019	93.217	6FPHPA006337-01-00	268,000
Passed-through			
<i>State of Vermont, Department of Health, Agency of Human Services</i>			
Family Planning Services			
04/01/2017 - 03/31/2018	93.217	03420-6959S	188,595
04/01/2017 - 08/31/2018	93.217	03420-6959S	321,170
09/01/2018 - 03/31/2019	93.217	03420-6959S	301,705
<i>Family Planning Association of Maine</i>			
Family Planning Services - Clinical			
07/01/2017 - 06/30/2018	93.217	FPA-2018-07	198,591
07/01/2018 - 06/30/2019	93.217	FPA-2019-07A	<u>198,594</u>
Total Family Planning Services (Title X)			<u>1,924,155</u>
Social Services Block Grant			
Passed-through			
<i>State of Vermont, Department of Health, Agency of Human Services</i>			
Social Services Block Grant			
07/01/2017 - 06/30/2018	93.667	03420-7010S	156,360
07/01/2018 - 06/30/2019	93.667	03420-7238S	<u>156,368</u>
Total Social Services Block Grant			<u>312,728</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Schedule of Expenditures of Federal Awards (Continued)

Year Ended December 31, 2018

Federal Grantor Program Title Pass-Through Grantor	Federal CFDA Number	Pass-Through Identifying Number	Federal Expenditures
Other Grants			
Passed-through			
<i>New Hampshire Department of Health and Human Services</i>			
HIV Prevention Activities - Health Department Based 06/16/17 - 06/30/19	93.940	DPHS-18-EARLY-01	148,070
<i>State of Vermont, Department of Health, Agency of Human Services</i>			
Preventive Health Services - Sexually Transmitted Diseases Control Grants 01/01/2018 - 12/31/2018	93.977	03420-7173S	82,696
Cooperative Agreements to Promote Adolescent Health through School-Based HIV/STD Prevention and School-Based Surveillance 07/31/2017 - 07/31/2018	93.079	30624	9,000
07/31/2018 - 12/31/2018	93.079	30624	<u>9,000</u>
Total Cooperative Agreements to Promote Adolescent Health through School-Based HIV/STD Prevention and School-Based Surveillance			<u>18,000</u>
Centers for Disease Control and Prevention - Investigations and Technical Assistance 04/25/2005 - open ended	93.283	N/A	1,731
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations 07/01/2018 - 06/30/2019	93.898	03420-7260S	<u>2,988</u>
Total Other Grants			<u>253,485</u>
Total DHHS and Total Federal Awards Expended			<u>\$ 2,490,368</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to Schedule of Expenditures of Federal Awards

Year Ended December 31, 2018

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE) under programs of the federal government for the year ended December 31, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); because the Schedule presents only a selected portion of the operations of PPNNE, it is not intended to and does not present the financial position, changes in net assets or cash flows of PPNNE.

2. Summary of Significant Accounting Policies

Expenditures reported in the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

PPNNE has not elected to use the 10% de minimis indirect cost rate.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Schedule of Findings and Questioned Costs

Year Ended December 31, 2018

Section I Summary of Auditor's Results

Consolidated Financial Statements

Type of auditor's report issued:	Unmodified	
Internal control over financial reporting:		
Material weakness(es) identified?	___yes	___x___no
Significant deficiency(ies) identified not considered to be material weaknesses?	___yes	___x___none reported
Noncompliance material to financial statements noted?	___yes	___x___no

Federal Awards

Internal control over major programs:		
Material weakness(es) identified?	___yes	___x___no
Significant deficiency(ies) identified not considered to be material weaknesses?	___yes	___x___none reported
Type of auditor's report issued on compliance for major programs:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	___yes	___x___no

Identification of Major Programs

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
93.217	Family Planning Services (Title X)
93.667	Social Services Block Grant
Dollar threshold used to distinguish between Type A and Type B programs:	\$750,000
Auditee qualified as low-risk auditee?	___x___yes ___no

Section II Findings Related to the Financial Statements Which are Required to be Reported in Accordance with Government Auditing Standards

None noted

Section III Findings and Questioned Costs for Federal Awards

None noted



Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

We have audited the consolidated financial statements of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE) for the year ended December 31, 2018, and have issued our report thereon dated April 29, 2019. Professional standards require that we communicate to you the following information related to our audit.

SECTION I – REQUIRED COMMUNICATIONS

Our Responsibility under U.S. Generally Accepted Auditing Standards, Government Auditing Standards and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

As stated in our engagement letter dated November 11, 2018, our responsibility, as described by professional standards, is to express an opinion about whether the consolidated financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Our audit of the consolidated financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered PPNNE's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the consolidated financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether PPNNE's consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also, in accordance with the Uniform Guidance, we examined, on a test basis, evidence about compliance with the types of compliance requirements described in the Office of Management and Budget *Compliance Supplement* applicable to each of its major federal programs for the purpose of expressing an opinion on PPNNE's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on PPNNE's compliance with those requirements.

Our responsibility with respect to the schedule of expenditures of federal awards is described in our report issued pursuant to the Uniform Guidance.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by PPNNE are described in Note 1 to the consolidated financial statements. During the year ended December 31, 2018, PPNNE adopted the Financial Accounting Standards Board's Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting are streamlined and clarified. The previous three category classification of net assets was replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. New or revised disclosures in the financial statements are: Note 1 – Basis of Statement Presentation, Note 2 – Liquidity and Availability of Financial Assets, Note 11 – Net Assets, and Note 12 – Endowments.

We noted no transactions entered into by PPNNE during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the consolidated financial statements in the proper period.

Accounting estimates are an integral part of the consolidated financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the consolidated financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the consolidated financial statements were:

- Management's estimates of the allowance for uncollectible accounts and contributions and allowances for contractual adjustments based on historical data and current contracted reimbursement rates,
- Management's estimate of the value of the beneficial interest in trusts based on current market rates and actuarially determined life expectancy tables,
- Management's estimate of depreciable lives on capital assets based on industry standards, and
- Management's estimates of cost allocations based on estimated utilization of support services by functional cost centers.

We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the consolidated financial statements taken as a whole.

Certain consolidated financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the consolidated financial statements are as follows:

- Note 1 – New Accounting Pronouncements
- Note 2 – Liquidity and Availability of Financial Assets
- Note 7 – Line of Credit
- Note 8 – Long-term Debt
- Note 10 – Commitments and Contingencies
- Note 12 – Appropriations from Underwater Endowments

The consolidated financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. An audit adjustment is defined as a proposed correction of the consolidated financial statements that, in our judgment, may not have been detected except through our auditing procedures. There were no audit adjustments.

A passed audit adjustment is an adjustment that is not proposed as a current year audit adjustment because the dollar amount of the adjustment is not considered material to the consolidated financial statements. There were no passed audit adjustments.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the consolidated financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated as of the date of this letter.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to PPNNE's consolidated financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as PPNNE's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the schedule of expenditures of federal awards, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. GAAP, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the consolidated financial statements. We compared and reconciled the schedule of expenditures of federal awards to the underlying accounting records used to prepare the consolidated financial statements or to the consolidated financial statements themselves.

SECTION II - INTERNAL CONTROL

In planning and performing our audit of the consolidated financial statements of PPNNE as of and for the year ended December 31, 2018, in accordance with U.S. generally accepted auditing standards, we considered PPNNE's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of PPNNE's internal control. Accordingly, we do not express an opinion on the effectiveness of PPNNE's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of PPNNE's consolidated financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

We sincerely appreciate the cooperation, courtesy and working environment provided to us by management and the employees of PPNNE during the engagement.

This communication is intended solely for the information and use of the Board of Trustees, Budget and Finance Committee, and management of PPNNE and is not intended to be, and should not be, used by anyone other than these specified parties.

Berry Dawn McNeil & Parker, LLC

Portland, Maine
April 29, 2019



Planned Parenthood of Northern New England
Board of Trustees 2018 – 2019

<u>Officers:</u>	Chair:	Benjamin T. Siracusa Hillman
	First Vice Chair:	Jennifer Goodspeed
	Second Vice Chair:	Melinda Moulton
	Secretary:	Anne Fowler
	Treasurer:	Steve Sinding

Maine

Daryl Fort
Portland, ME 04103

The Reverend Anne C. Fowler
Portland, ME 04103

Jennifer Goodspeed
Falmouth, ME 04105

Maribeth Hourihan
Falmouth, ME 04105

Margot Milliken
Portland, ME 04102

Lisa Sockabasin
Greene, ME 04236

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New Castle, NH 03854

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Exeter, NH 03833

Skip Small, MD
Barrington, NH 03825

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Vermont

Dr. Felicia Kornbluh
Williston, VT

Melinda Moulton
Huntington, VT 05462

Tabitha Pohl-Moore
Wallingford, VT 05773

Kesha Ram
Burlington, VT 05401

Steven W. Sinding
Bondville, VT 05340

CONFIDENTIAL

MEAGAN GALLAGHER



PROFILE

- Fourteen years senior management responsibility across multiple functions of \$20M not-for-profits
- Proven results in strategy, program development, service expansion and operational improvement
- Exceptional analytical and problem solving skills

WORK EXPERIENCE

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, Burlington, Vermont
President and CEO

October 2013 - Present

- Inspires Board and staff to fulfill PPNNE's mission
- Build a culture of empowerment and exceptional performance
- Build a sustainable business model that ensures access to PPNNE's services
- Oversees a bold and aggressive public policy and regulatory agenda
- Participates in national collaborations to leverage the national scale of Planned Parenthood locally

Senior Vice President of Business Operations
(Interim Co-CEO January – September 2013)

November 2010 – September 2013

- Stabilized health center visit volume after 5+ years of declines
- Achieved efficiencies through standardization of operations
- Opened St. Johnsbury, VT health center and relocated 3 additional health centers
- Led practice management and electronic health record implementation
- Led organization through CEO transition and increased staff confidence in senior management
- Increased momentum of fundraising campaign, exceeding the \$10M spring 2013 goal by \$800,000

PLANNED PARENTHOOD LEAGUE OF MASSACHUSETTS, Boston, Massachusetts
Senior VP Strategic Initiatives and Chief Operating Officer

September 2004 – October 2010

- Identified and implemented new lines of business; improved operating margin by \$1M
- Opened 4 new health centers and increased health center revenues by 70%
- Developed 5 year strategic and financial plan supported by \$30M fundraising campaign
- Developed scalable comprehensive sex education strategy and reached 97 schools
- Developed branding strategy and launched public awareness campaign

Chief Financial Officer

August 2000 – September 2004

- Improved timeliness of financial reporting by 33%
- Decreased accounts receivable days from 60 to 30 days
- Implemented inventory and purchasing systems to support organizational growth

Controller

March 2000 – August 2000

- Prepared monthly financial statements for management
- Prepared materials for financial statement audit resulting in no audit findings

CONFIDENTIAL

PRICEWATERHOUSECOOPERS, Boston, Massachusetts

Senior Associate and Associate

June 1997 – March 2000

- Supervised financial statement audit staff, specializing in not-for-profit clients
- Assisted with audit planning and report preparation
- Performed financial statement and A-133 compliance audits

EDUCATION

TUFTS UNIVERSITY, Medford, Massachusetts, 1997

BS Mathematics

Magna Cum Laude, Phi Beta Kappa

EDUCATION

Champlain College
Bachelor's Degree in Accounting

May 1996

EXPERIENCE

Planned Parenthood of Northern New England
Chief Financial Officer

Burlington, VT
August 2010 - Present

- Responsible for partnering with the CEO, the VP for Health Center Operations and the Management Team in the development of PPNNE's plans, policies and programs to ensure the fulfillment of PPNNE's strategic plan within a sound business environment
- Directly oversee all financial activities, including preparation of current financial reports, long-range forecasts, cash flow monitoring and projecting, analysis of internal and external trends and performance indicators, and the agency budget
- Supervise the Accounting Department, the Patient Accounts Department, the Information Technology Department and Financial Analyst, ensuring those functions are aligned with organizational goals and are serving the needs of all internal and external customers
- Provide leadership and support to the Board of Directors' Budget and Finance Committee and Investment Committee, including planning, facilitating agendas, providing meeting materials, recommendations and documentation of committee actions
- Work closely with the VP of Health Center Operations and the Health Center Operations Team to assess and recommend improvements in the current clinic operational structure to maximize quality, productivity, revenue and profitability
- Provide financial leadership through a \$25 million capital campaign ensuring that the agency properly recognizes all donations raised through the campaign and project and monitor the agency's cash flow needs during the term of the campaign
- Participated as a member of the Core Group that led the agency through a successful Practice Management software conversion and a conversion to electronic health records
- Selected to participate as a member of two National workgroups whose work included developing standardized financial policies for all affiliates, drafting an Affiliate Accounting and Reporting Standards Manual, and developing a National standardized data reporting package for all affiliates

Director of Finance

August 2001 – July 2010

- Directed the financial operations of PPNNE, including analysis of agency financial position, financial and program trends and program needs
- Developed the financial pieces of the annual budget process and prepared and monitored the agency's annual budget
- Developed and implemented a system for department managers to perform regular financial statement variance analysis and projections
- Supervised the activities of the Accounting Department and its systems and ensured that strong internal controls were in place and functioning properly within the Accounting Department
- Communicated regularly with the Board of Directors on financial matters, and served as staff liaison to the Budget and Finance Committee and the Investment Committee
- Managed agency's cash flow and projected cash flow needs and developed appropriate systems to anticipate cash requirements
- Managed agency's general liability, medical liability, property and equipment, and auto insurance, and all claims, premium renewals and coverage
- Oversaw the financial reporting and monitoring of all government grants and developed and maintained systems that comply with grant requirements
- Oversaw order processing, central distribution, inventory control, analytics, reporting, customer service, and effective processes and procedures for central supply chain process

McSoley McCoy & Co.
Audit Manager

South Burlington, VT
September 1996 – August 2001

- Prepared and completed corporate, fiduciary, individual, partnership, non-profit, and employee benefit plan tax returns in accordance with tax reporting deadlines
- Supervised and conducted audits, compilations and reviews of employee benefit plans, non-profit organizations, and small businesses
- Assisted with the preparation of reports and expert testimony for litigation support engagements
- Managed bookkeeping tasks such as general ledger maintenance, set-up of computerized accounting systems, cash receipts and disbursements, accounts receivable, accounts payable, and inventory
- Performed the firm's annual internal inspection, updated the firm's quality control document and organized the on-site peer review tri-annually

DONNA L. BURKETT, MD

Curriculum Vitae

Medical Director



EDUCATION

- 1995-1998 Residency in Family Medicine, Oregon Health Sciences University (OHSU), Portland, OR. See below for detail.
- 1991-1995 Medical Degree, University of North Carolina School of Medicine, Chapel Hill, NC
- 1986-1990 B.S. Chemistry/B.A. French, Mars Hill College, Mars Hill, NC

EMPLOYMENT

- Sept 9, 2013 - present **Medical Director, Planned Parenthood of Northern New England**, Regional Planned Parenthood Affiliate in VT, NH and ME. Duties include:
- Oversight and management of the Medical Services Department
 - Clinical quality and risk management for 21 health centers across 3 states, providing sexual and reproductive health care
 - Strategic planning, new program implementation
- Feb 2011-present **Consultant, Planned Parenthood Federation of America**, Medical Services Department, writing and editing Primary Care Standards and Guidelines
- July 2006- Aug 2013 **Affiliate Medical Director, Planned Parenthood Health Systems, Inc**, Regional Planned Parenthood in NC, SC, VA and WV. Duties include:
- Oversight and evaluation of physician and clinical employees
 - Quality and risk management oversight for high-risk services in 12 health centers through 4 states
 - Protocol review and oversight
 - New clinical program innovation and implementation
- July 2005-May 2013 **Part-time faculty, MAHEC Family Health Center**, Asheville,

NC. Duties include:

- Starting and running vasectomy clinic
- Precepting residents in Family Practice clinic
- Participating in Obstetrical call
- Some didactic responsibilities for the reproductive health curriculum

February 2005 – June 2005 Family leave/volunteer at ABCCM, local free clinic

2001-2005

Family Physician and Administrative Physician, WNC OB-Gyn and Family Practice, Asheville, NC. Activities included:

- Established FP side of practice and built a very busy practice over several years
- Scope of practice included care of men, women, and children, primary gynecological care, obstetrical care, vasectomy, circumcision, and minor dermatological care and procedures
- As a partner, took on the administration of a failing practice and brought it into improved fiscal conditions through hiring better qualified management staff, changing billing system to more up-to-date one and internalized billing, bringing the AR DSO from 90+ to 40-50 in 1-year period, developing standard practices for quality and efficiency in the practice
- Established a teaching vasectomy service
- Periodically provided abortions at a partner's private practice

Jan 2000 – April 2001 Family Leave/volunteer as Preceptor at OHSU Family Medicine Department prior to move to NC

1996 - 2000

All Women's Health Center, Portland and Eugene, OR. Part-time, contractual, abortion procedural work in a non-profit reproductive health organization.

1998 - 1999

Family Practitioner, North Portland Clinic, Providence Health System, Portland, OR. Full-time clinician in an underserved community clinic. Duties included:

- Active obstetrical practice
- Call, hospital management of patients
- Chair – End of Life Improvement committee
- Participant – several medical informatics endeavors

July and August 1998 Extended vacation, following residency

1995- 1998

Family Practice Resident, OHSU, Portland, OR. Full-time. In-patient, out-patient, surgical, rural and urgent care rotations. Extra duties:

- Chief Resident 1997-1998 – scheduling, arranging conferences, teaching, and trouble-shooting

- Writing Abortion Curriculum for Ob/Gyn and Family Practice Residents in conjunction with Faculty Director

ADDITIONAL EDUCATIONAL EXPERIENCE

2004-2005	Advanced Life Support in Obstetrics (ALSO) Instructor Course and Instructor Candidate teaching completed, American Academy of Family Physicians (AAFP). Adult learning model utilized.
2003	Fundamentals of Management Course , AAFP. An intensive program designed to train FPs to become more effective managers and leaders.
Spring 1988	Semester Abroad, Institute d'Etude Francals , Avignon, FRANCE

PROFESSIONAL MEMBERSHIPS

2011-present	Member, WPATH (World Professional Association of Transgender Health)
1998-present	Diplomate, American Board of Family Practice
1998-present	Member, American Academy of Family Physicians
2006-present	Member, Association of Reproductive Health Professionals
2001-present	Member, NC Academy of Family Physicians
2001-5, 2012 –present	--Member, Western North Carolina Medical Society
1992-2002	Member, American Medical Women's Association

VOLUNTEER SERVICE

2010 – present	Member, Medical Advisory Board, AFAXYS
2012 – present	Member, Federation Patient Safety Committee, ARMS, Inc
2008 – present	Multiple short-term committees, PPFA
2005-2012	Board Member of children's school, serving preschool through 8 th grade. Chair 2008-2011. Led the school through a director transition and through implementation of Policy Governance.
2003 – present	various volunteer activities, same school
2005 – present	Reproductive health educator, various schools and church

INTERESTS AND ACTIVITIES

Knitting, cooking local foods, gardening, traveling

REFERENCES

Available upon request

Kai Williams

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EDUCATION

Bachelor of Arts

University of Vermont, Burlington, VT, 05401

Graduated 2007

High School Diploma

Brunswick High School, Brunswick, ME, 04011

Graduated 2003
.....

EXPERIENCE

Director of Health Center Operations, Planned Parenthood of Northern New England

Present

- Provide strategic leadership and budget management for the operations of PPNNE's 21 health centers.
- Supervise Training Manager, Senior Operations Managers, and Health Center Administrative Associate.
- Optimize the efficiency of PPNNE's health services by developing systems that create the simplest possible experience for staff and patients while meeting productivity and other operational standards as well as patient expectations.

Training & Operations Manager, Planned Parenthood of Northern New England

2012-2014

- In addition to the duties of HCA & Operations Training Specialist, supervise the Training Specialist and manage training budget.
- Lead Health Center Operations projects and development of standardized work flows.
- In 2014, took over management of Centralized Lab Department which coordinates management and notification of abnormal findings.

Training and Operations Specialist, Planned Parenthood of Northern New England

2010-2012

- Plan, develop, and deliver administrative and clinical trainings for HCA and clinician staff.
- Work closely with the Medical Services and Operations departments to maintain health center workflows and current best practice.
- Facilitate rollout and training of new health center initiatives.

Gynecological Teaching Assistant and Standardized Patient, University of Vermont

2009-2011

- Educate and model components of the pelvic exam to Medical Students.
- Role-play assigned patient care scenarios and then score medical students on all aspects of the visit, including exam and history intake skills.

Healthcare Associate and Abortion Care Coordinator, Planned Parenthood of Northern New England

2006-2010

- Work as a Healthcare Associate administratively and clinically.
 - Train and mentor new staff.
 - Facilitate health center flow during surgical schedules.
-

CERTIFICATIONS

Nonprofit Management, Marlboro College, 2012

Train the Trainer, PPNNE, 2011
.....

Yvonne Lockerby

Motivated and innovative **Business Operations Manager** with extensive experience leading the customer relations, sales, and operations functions for a variety of businesses and industries. Proven record of successfully designing and implementing new programs and systems, presenting complex changes in an understandable and logical manner that generates buy-in and acceptance. Resourceful, self-motivated, progressive thinker, highly skilled at recruiting, training, directing and motivating multi-faceted teams focused on organizational goals.

- ❑ Demonstrated success designing, planning, and implementing comprehensive changes at all levels; brought into Planned Parenthood to establish and grow a centralized call center, providing customer and administrative support for 21 separate centers from one location and fielding 100K+ customer calls/year
- ❑ Effective communicator and problem solver with the proven ability to develop and deliver effective training programs and procedures; as the Sr. Director of Centralized Support Services, researched and set benchmarking data for disparate markets and tailored marketing and call center scripts to increase patient recruitment and retention
- ❑ Strong focus on identifying and realizing cost savings while ensuring superior service; based on ongoing problems with a lab services vendor, researched and negotiated a new contract with a different vendor that resulted in increased customer satisfaction and decreased turnaround time and costs

Customer-Centric Operations Management • Strategic Planning • Electronic Health Records Conversion
Annual Budgeting • Regional Benchmarking • Policy & Procedure Writing

EXPERIENCE

Planned Parenthood of Northern New England, Colchester, VT September 2010 – Present
Vice President for Centralized Operations (May 2014 – Present)

- ❑ Provide strategic direction and oversight for the Centralized Operations; which includes the Call Center, Facilities, Governmental Grants, Innovations and Marketing departments
- ❑ Ensures call center is providing superior customer service and capturing patient feedback through supervision of Call Center Supervisor
- ❑ Ensures PPNNE facilities reflect a commitment to high quality care through supervision of Facilities Manager
- ❑ Ensures all grant applications, reporting, compliance activities are accomplished through supervision of Director of Governmental Grants
- ❑ Ensure new innovative technology and solutions are identified and implemented to improve our 21 health center operations, through supervision of Innovations Manager
- ❑ Ensure our branding, marketing and advertising activities align with industry best practices and PPNNE mission and business objectives through supervision of Marketing and Communications Manager
- ❑ Helped lead an organization-wide initiative examining health center efficiencies, identifying areas for improvement that will allow providers to see more patients and deliver higher quality care at lower overall costs

Senior Director, Centralized Support Services (December 2013 – May 2014)

- ❑ Provided strategic and operational oversight of the Information & Technology and Marketing Departments in addition to the Centralized Support Services (Call Center, BlueMail, and Centralized Lab Management) departments
- ❑ Developed a focused marketing and branding initiative to increase patient recruitment and retention; reset outdated benchmark data by gathering anecdotal information from health center sites and designed call center scripts and campaigns based on the unique needs of each market
- ❑ Directed the IT department during the implementation of a new EHR initiative, ensuring all technology used was certified, and seeking ways to reduce redundancies and share information with other health care providers as appropriate

Director Centralized Support Services (September 2012 – December 2013)

- ❑ Oversaw all aspects of PPNNE's Call Center, BlueMail and Centralized Laboratory Management departments
- ❑ Developed and implemented a strategy to create a unified customer service model: reviewed, designed, and introduced new policies and operating structures and set standards and guidelines for interaction with external and internal customers (patients and staff) across all departments

- ❑ Provided remote oversight for BlueMail, a mail order prescription program in the tri-state area; developed policies and procedures and ensured compliance with state pharmacy regulations while identifying strategies to increase program utilization at the health center
- ❑ Supervised staff within the Centralized Lab Management department; developed a portal for the primary delivery method of normal lab results and ensured timely accurate handling of all centralized lab results
- ❑ Partnered with leadership members to support various strategic and tactical goals and initiatives

Call Center Director (September 2010 – September 2012)

- ❑ Directed call center operations and led a team of 10 in providing high quality and efficient services to callers contacting 21 clinic sites in Maine, New Hampshire, and Vermont in accordance with a unified customer service model
- ❑ Collected and analyzed data from callers to identify trends and develop agency-wide process improvements
- ❑ Collaborated with members of the Health Center Operations Team to develop new strategies to address an evolving business model
- ❑ Created and managed the annual call center budget, analyzed monthly variances, and determined service directives and initiatives
- ❑ Served as a core member of the Practice Management System and provided leadership in the documentation, development, and implementation of all processes within the organization

Autumn Harp, Essex Jct. VT

January 2009 – September 2010

Account Manager

- ❑ Managed internationally-recognized client accounts, including Victoria's Secret, Gap, New York & Company, Old Navy, Aloette, and Lise Watier, facilitating the design and launch efforts of new private-label cosmetic products
- ❑ Coordinated the development, procurement, manufacturing, and testing of client products in accordance with customer service and order management objectives
- ❑ Collaborated with Sales, QA, Purchasing, Planning, and Production teams to meet client expectations

Idearc Media, Williston VT

January 2007 – August 2008

District Sales Manager

- ❑ Managed a sales team of 6 covering Vermont and part of New Hampshire; consistently met team revenue goals; recruited, trained, developed, and evaluated new team members
- ❑ Analyzed productivity, identified areas needing improvement, and implemented action plans to enhance sales and service objectives

Resolution, South Burlington VT

September 2003 – December 2006

Sales Development and Customer Service Center Manager

- ❑ Created company's first sales-focused teams from the ground up, developing, training and managing employees focused on Business to Business, Business to Education, Business to Consumer, and Quality for a multi-channel order and fulfillment entity; sales program was later rolled out to other clients
- ❑ Served as the primary liaison between client service executives, sales development, and the customer service center
- ❑ Created and implemented quality and sales programs utilized in all functional areas

Verizon, South Burlington VT

December 1996 – September 2003

Team Leader temporary (October 2002-July 2003)

- ❑ Supervised, led, coached, and developed a team of 20 call center sales consultants to achieve corporate sales objectives
- ❑ Developed and implemented tactical plans to address key strategic objectives and revenue performance goals; recognized for achieving sales increases
- ❑ Communicated information to the team related to corporate vision/strategy, departmental goals, and technology

Service and Sales Consultant; Training Facilitator (December 1996 – October 2002)

- ❑ Resolved customer inquiries regarding billing and service issues with a focus on promoting and selling additional services; assisted in dealing with escalated customer complaints
- ❑ Elected Chairperson of Onsite Wellness Program, promoting and enabling healthier lifestyles

- Served in a rotational role of Training Facilitator from 2000 to 2002, analyzing, coordinating, and presenting training materials relevant to the Service and Sales Consultant position

EDUCATION

Charter Oak State College, *New Britain CT*
A.S. Degree

CONFIDENTIAL

Sarah M. McGinnis

Planned Parenthood of Northern New England

Burlington, Vermont

Director of Risk-Quality Management & Security

February 2012 to present

- Maintains a culture of compliance, quality, and safety by developing, implementing and managing program activities in accordance with PPNNE's mission and strategic goals, PPFA standards and guidelines, and federal and state regulations.
- Manages enterprise wide risk and compliance activities to maintain full accreditation status with PPFA.
- Directs affiliate security program.

Medical Services Associate

August 2010 to January 2012

- Prepared required reports for internal and external stakeholders.
- Special projects included developing clinician performance evaluation tool, audit process improvement, editing Medical Services policies and manuals, and providing interdepartmental support.

Supply Chain and Contracts Manager

May 2008 to August 2010

- Controlled the inventory processes for 27 health centers across three states, representing an annual \$2M budget.
- Prepared contraceptive demand forecasts, annual budget line item preparation and tracking and quarterly variance reports.

Prime Pods Limited

Cork, Ireland

(Manufacturer of high-end modular kitchen and bath units for hotels and apartment complexes)

Project Coordinator

April '07 to May '08

- Exceeded all project management objectives for 2007: 60% over target for net sales profit per unit and 40% over target for units sold.
- Projects managed include a \$3.25M Hilton Hotel project, a \$1M Kier Build residential project, and a \$1.25M PJ Hegarty Construction residential project.

Amgen Technology (Ireland) Limited

Cork, Ireland

(Global enterprise biotechnical company)

Executive Assistant to Managing Director of European Capital Projects

July '06 to April '07

- Provided administrative support to executive leadership.
- Developed reporting templates; provided training for and management of electronic documentation control; recorded and issued meeting minutes.

Green Mountain Youth Symphony

Montpelier, Vermont

(Community-based youth orchestra)

Manager

May '03 to September '05

- Increased orchestra participation by 45% using a variety of methods: identified and targeted new recruitment areas, wrote press releases and public announcements, updated the website, created a newsletter and fostered relationships with appropriate sponsors and advertisers.
- Prepared Board reports, taxes, and financial reports; managed accounts, wrote grant applications and reports; kept all licensing current; developed scholarship program.

Planned Parenthood of Northern New England

Williston, Vermont

Patient Financial Services Coordinator

1996 - 2003

- Successfully managed the introduction of multiple new products and services.
- Analyzed laboratory processes for cost and revenue improvement, enhanced customer service and improved workflow.
- Updated and streamlined fee structures, using a tool kit of budget projections, industry costing standards and internal financial analysis. Ensured regulatory compliance.

Education

Community College of Vermont

1992

Montpelier, Vermont

Completed History and Software Applications course work.

Antioch University

1982-1985

Yellow Springs, Ohio

Completed two years' History and Literature course work, and three work internships.

Kathryn B. Laing

Professional experience

Director for Governmental Grants

Planned Parenthood of Northern New England
Colchester, Vermont

Reporting line: Yvonne Lockerby, VP for Centralized Services

Dates: March 2018 - present

Development Manager

Fletcher Free Library
Burlington, Vermont

Reporting line: Mary Danko, Library Director

Dates: March 2014 – to present

Grants & Contracts Manager

Lund Family Center
Burlington & South Burlington, Vermont

Reporting line: Elizabeth Knox, then Director of Development at Lund

Dates of employ: September 2011 – February 2014

Grants Manager

International Center for Tropical Agriculture – CIAT (Spanish acronym), a CGIAR center located in Cali, Colombia

Reporting line: Albin Hubscher, then Deputy Director General for Corporate Services

Dates: July 2005 – June 2009

Various positions between January 1996- June 2005

International Center for Tropical Agriculture – CIAT (Spanish acronym)
Cali, Colombia

Education

- MA in International Relations – Australian National University (ANU), Canberra, Australia.
Dates: February 2001 – June 2003
- Cambridge Certificate in Teaching English as a Foreign Language to Adults (CTEFLA). UK, 1993
- BA in Psychology & History – Australian National University (ANU), Canberra, Australia
Dates: 1989 – 1992
- School:
 - Frensham School, Mittagong, Australia – 11-12th grade
 - Colegio Bolivar, Cali, Colombia – K-10th grade

Planned Parenthood of Northern New England
Family Planning grant

Key Personnel

Name	Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Meagan Gallagher	CEO	\$236,086.50	0%	\$ -
Heather Bushey	CFO	\$137,845.50	0%	\$ -
Donna Burkett	Medical Director	\$223,977.00	20.17%	\$45,169.44
Kai Williams	VP of Health Center Operations	\$122,401.50	20.17%	\$24,684.71
Yvonne Lockerby	VP of Centralized Operations	\$107,679.00	20.17%	\$21,715.62
Sarah McGinnis	Director of RQM & Security	\$ 68,133.00	20.17%	\$13,740.38
Kath Laing	Director of Gov't Grants	\$ 58,578.00	20.17%	\$11,813.43



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



21A amended

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed \$2,915,402 to be effective **retroactive** to July 1, 2017. (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	\$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	\$259,098
Coos County Family Health	Berlin, NH	155327-B001	\$157,270
Equality Health Center	Concord, NH	257562-B001	\$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	\$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	\$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	\$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	\$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	\$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	\$188,786
		Total:	\$2,915,402

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)

**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures 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. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) 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;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

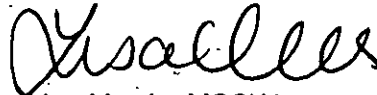
Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

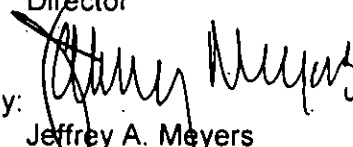
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner

State of New Hampshire
 Department of Health and Human Services
 Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
 SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217

FAIN# FHPA016248

69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc.

Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			<i>Subtotal:</i>	\$341,236

Concord Hospital

Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$96,517
2019	102-500731	Contracts for Program Services	90080203	\$96,517
			<i>Subtotal:</i>	\$193,034

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$66,274
2019	102-500731	Contracts for Program Services	90080203	\$66,274
			<i>Subtotal:</i>	\$132,548

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$78,400
2019	102-500731	Contracts for Program Services	90080203	\$78,400
			<i>Subtotal:</i>	\$156,800

Joan G. Lovering Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$99,948
2019	102-500731	Contracts for Program Services	90080203	\$99,948
			<i>Subtotal:</i>	\$199,896

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$201,582
2019	102-500731	Contracts for Program Services	90080203	\$201,582
			<i>Subtotal:</i>	\$403,164

Manchester Community Health Center

Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$109,925
2019	102-500731	Contracts for Program Services	90080203	\$109,925
			<i>Subtotal:</i>	<i>\$219,850</i>

Mascoma Community Health Center

Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$77,382
2019	102-500731	Contracts for Program Services	90080203	\$77,382
			<i>Subtotal:</i>	<i>\$154,764</i>

White Mountain Community Health Center

Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$83,108
2019	102-500731	Contracts for Program Services	90080203	\$83,108
			<i>Subtotal:</i>	<i>\$166,216</i>

Planned Parenthood of Northern New England

Vendor ID #177528-R002

100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	\$274,000
2019	102-500731	Contracts for Program Services	90080213	\$274,000
			<i>Subtotal:</i>	<i>\$548,000</i>

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558

FAIN# 1701NHTANF

100% Federal Funds

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc.

Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$45,314
2019	502-500891	Payment for Providers	45030203	\$45,314
			<i>Subtotal:</i>	<i>\$90,628</i>

Concord Hospital

Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$33,032
2019	502-500891	Payment for Providers	45030203	\$33,032
			<i>Subtotal:</i>	<i>\$66,064</i>

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$12,361
2019	502-500891	Payment for Providers	45030203	\$12,361
			<i>Subtotal:</i>	\$24,722

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	\$23,000

Joan G. Lovering Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	\$23,000

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$29,719
2019	502-500891	Payment for Providers	45030203	\$29,719
			<i>Subtotal:</i>	\$59,438

Manchester Community Health Center

Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	\$45,236

Mascoma Community Health Center

Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	\$45,236

White Mountain Community Health Center

Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,285
2019	502-500891	Payment for Providers	45030203	\$11,285
			<i>Subtotal:</i>	\$22,570
			TOTAL:	\$2,915,402



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Family Planning Services

RFA-2018-DPHS-03-FAMIL

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Community Action Program Belknap-Merrimack Counties, Inc.</u>
2. <u>Concord Hospital, Family Health Center</u>
3. <u>Coos Co. Family Health</u>
4. <u>Equality Health Center</u>
5. <u>Joan G. Lovering Health Care</u>
6. <u>Lamprey Health Care, Inc.</u>
7. <u>Manchester Community Health Center</u>
8. <u>Mascoma Community Health Care, Inc.</u>
9. <u>Planned Parenthood of Northern New England</u>
10. <u>White Mountain Community Health Center</u>

Pass/Fail	Maximum Points	Actual Points
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0

1. Rhonda Siegel, Administrator II,
DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal
& Child Health, DPHS
3. Sarah McPhee, Program Planner,
Disease Control, DPHS
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doi

Denis Goulet
 Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are retroactive (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

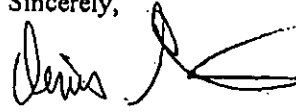
Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	\$431,864
Concord Hospital Family Health Center	\$259,098
Coos County Family Health	\$157,270
Equality Health Center	\$179,800
Joan G. Lovering Health Center	\$222,896
Lamprey Health Care	\$462,602
Manchester Community Health Center	\$265,086
Mascoma Community Health Care	\$200,000
Planned Parenthood of Northern New England	\$548,000
White Mountain Community Health Center	\$188,786
Total	\$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed \$2,915,402.00, nine (9) to be effective retroactive to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish extending to the right.

Denis Goulet

DG/mh
DoIT #2018-001

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-09)



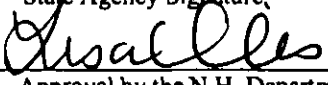
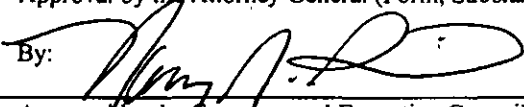
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Planned Parenthood of Northern New England		1.4 Contractor Address 784 Hercules Drive, Suite 110 Colchester, VT 05446	
1.5 Contractor Phone Number 802-448-9778	1.6 Account Number 05-95-90-902010-5530-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$548,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Megan Gallagher President/CEO	
1.13 Acknowledgement: State of <u>VT</u> County of <u>Chittenden</u> On <u>October 13, 2017</u> , before the undersigned Notary Public, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Abby Kendall			
1.14 State Agency Signature  Date: <u>10/27/17</u>		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/30/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

**IEC/BCC – Information, Education, Communication/Behavior Change
Communication**

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.



Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eleven thousand (11,000) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.
There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.



Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHSccontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items; related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 - BUDGET

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Planned Parenthood of Northern New England

Budget Request for: RFA-2018-OPHS-03-FAMRL
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

Line Item	2017	2018	2019	2020	2021	2022	2023	2024	2025
1. Total Salary/Wages	\$ 1,815,530.22	\$ 48,955.00	\$ 1,815,585.22	\$ 1,732,511.80	\$ 48,955.00	\$ 1,742,466.80	\$ 133,418.42	\$ -	\$ 133,418.42
2. Employee Benefits	\$ 388,095.00	\$ 58,120.00	\$ 453,215.00	\$ 367,798.00	\$ 58,120.00	\$ 426,918.00	\$ 28,298.00	\$ -	\$ 28,298.00
3. Consultants	\$ 10,734.00	\$ 3,841.00	\$ 14,375.00	\$ 9,867.00	\$ 3,841.00	\$ 13,008.00	\$ 767.00	\$ -	\$ 767.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 6,774.00	\$ 1,873.00	\$ 8,447.00	\$ 6,290.00	\$ 1,873.00	\$ 7,863.00	\$ 484.00	\$ -	\$ 484.00
Repair and Maintenance	\$ 6,702.00	\$ 30,229.00	\$ 39,831.00	\$ 9,609.00	\$ 30,229.00	\$ 39,238.00	\$ 683.00	\$ -	\$ 683.00
Purchase/Depreciation	\$ 2,446.00	\$ 12,131.00	\$ 14,577.00	\$ 2,271.00	\$ 12,131.00	\$ 14,402.00	\$ 173.00	\$ -	\$ 173.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,108.00	\$ 208.00	\$ 1,317.00	\$ 1,030.00	\$ 208.00	\$ 1,238.00	\$ 79.00	\$ -	\$ 79.00
Lab	\$ 131,888.00	\$ -	\$ 131,888.00	\$ 122,280.00	\$ -	\$ 122,280.00	\$ 9,408.00	\$ -	\$ 9,408.00
Pharmacy	\$ 817,370.78	\$ -	\$ 817,370.78	\$ 573,371.20	\$ -	\$ 573,371.20	\$ 43,999.58	\$ -	\$ 43,999.58
Medical	\$ 97,771.00	\$ -	\$ 97,771.00	\$ 90,786.00	\$ -	\$ 90,786.00	\$ 6,985.00	\$ -	\$ 6,985.00
Office	\$ 23,318.00	\$ 7,884.00	\$ 32,000.00	\$ 23,507.00	\$ 7,884.00	\$ 31,171.00	\$ 1,808.00	\$ -	\$ 1,808.00
6. Travel	\$ 48,498.00	\$ 9,984.00	\$ 58,482.00	\$ 43,033.00	\$ 9,984.00	\$ 53,027.00	\$ 3,485.00	\$ -	\$ 3,485.00
7. Occupancy	\$ 335,094.00	\$ 28,827.00	\$ 363,921.00	\$ 311,129.00	\$ 28,827.00	\$ 340,956.00	\$ 23,839.00	\$ -	\$ 23,839.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 78,484.00	\$ 7,839.00	\$ 84,003.00	\$ 71,091.00	\$ 7,839.00	\$ 78,540.00	\$ 5,483.00	\$ -	\$ 5,483.00
Postage	\$ 13,815.00	\$ 1,388.00	\$ 15,203.00	\$ 12,828.00	\$ 1,388.00	\$ 14,216.00	\$ 967.00	\$ -	\$ 967.00
Subscriptions	\$ 12,403.00	\$ 32,881.00	\$ 65,284.00	\$ 11,817.00	\$ 32,881.00	\$ 64,398.00	\$ 688.00	\$ -	\$ 688.00
Audit and Legal	\$ -	\$ 33,243.00	\$ 33,243.00	\$ -	\$ 33,243.00	\$ 33,243.00	\$ -	\$ -	\$ -
Insurance	\$ 18,187.00	\$ -	\$ 18,187.00	\$ 17,798.00	\$ -	\$ 17,798.00	\$ 1,389.00	\$ -	\$ 1,389.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 38,861.00	\$ 9,778.00	\$ 48,780.00	\$ 36,186.00	\$ 9,778.00	\$ 45,973.00	\$ 2,785.00	\$ -	\$ 2,785.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licensed Professionals	\$ 5,335.00	\$ -	\$ 5,335.00	\$ 4,954.00	\$ -	\$ 4,954.00	\$ 381.00	\$ -	\$ 381.00
Professional Services	\$ 96,248.00	\$ 12,812.00	\$ 112,180.00	\$ 82,157.00	\$ 12,812.00	\$ 105,069.00	\$ 7,091.00	\$ -	\$ 7,091.00
Bank Fees/Miscellaneous	\$ 21,254.00	\$ 2,907.00	\$ 24,141.00	\$ 18,717.00	\$ 2,907.00	\$ 22,524.00	\$ 1,517.00	\$ -	\$ 1,517.00
TOTAL	\$ 3,836,168.80	\$ 328,191.80	\$ 4,161,358.60	\$ 3,641,148.80	\$ 328,191.80	\$ 3,817,338.60	\$ 274,668.80	\$ -	\$ 274,668.80
Indirect As A Percent of Direct	7.1445%								

Exhibit B-1 BUDGET

W/Tab *MS*
Date *10/13/17*

Exhibit B-2 - BUDGET

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Planned Parenthood of Northern New England

Budget Request for: RFA-2018-DPHS-03-FAMIL
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019
1. Total Salary/Wages	\$ 1,853,503.84	\$ 50,893.00	\$ 1,844,198.84	\$ 1,758,825.00	\$ 50,893.00	\$ 1,810,518.00	\$ 133,600.84	\$ -	\$ -	\$ 133,600.84
2. Employee Benefits	\$ 401,848.00	\$ 59,894.00	\$ 481,842.00	\$ 373,583.00	\$ 59,894.00	\$ 433,587.00	\$ 28,355.00	\$ -	\$ -	\$ 28,355.00
3. Consultants	\$ 10,840.00	\$ 3,877.00	\$ 14,517.00	\$ 10,075.00	\$ 3,877.00	\$ 13,752.00	\$ 785.00	\$ -	\$ -	\$ 785.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 8,841.00	\$ 1,888.00	\$ 8,530.00	\$ 8,358.00	\$ 1,888.00	\$ 9,047.00	\$ 483.00	\$ -	\$ -	\$ 483.00
Repair and Maintenance	\$ 9,795.00	\$ 30,528.00	\$ 40,327.00	\$ 9,108.00	\$ 30,528.00	\$ 39,836.00	\$ 891.00	\$ -	\$ -	\$ 891.00
Purchase/Depreciation	\$ 2,470.00	\$ 12,251.00	\$ 14,721.00	\$ 2,298.00	\$ 12,251.00	\$ 14,547.00	\$ 174.00	\$ -	\$ -	\$ 174.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,120.00	\$ 210.00	\$ 1,330.00	\$ 1,041.00	\$ 210.00	\$ 1,251.00	\$ 79.00	\$ -	\$ -	\$ 79.00
Lab	\$ 132,882.00	\$ -	\$ 132,882.00	\$ 123,810.00	\$ -	\$ 123,810.00	\$ 9,382.00	\$ -	\$ -	\$ 9,382.00
Pharmacy	\$ 823,481.18	\$ -	\$ 823,481.18	\$ 579,807.00	\$ -	\$ 579,807.00	\$ 43,874.18	\$ -	\$ -	\$ 43,874.18
Medical	\$ 98,738.00	\$ -	\$ 98,738.00	\$ 81,774.00	\$ -	\$ 81,774.00	\$ 6,865.00	\$ -	\$ -	\$ 6,865.00
Office	\$ 25,887.00	\$ 7,740.00	\$ 33,307.00	\$ 23,783.00	\$ 7,740.00	\$ 31,503.00	\$ 1,804.00	\$ -	\$ -	\$ 1,804.00
6. Travel	\$ 48,878.00	\$ 10,083.00	\$ 58,071.00	\$ 45,523.00	\$ 10,083.00	\$ 55,618.00	\$ 3,455.00	\$ -	\$ -	\$ 3,455.00
7. Occupancy	\$ 338,381.00	\$ 29,213.00	\$ 367,594.00	\$ 314,510.00	\$ 29,213.00	\$ 343,723.00	\$ 23,871.00	\$ -	\$ -	\$ 23,871.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 77,221.00	\$ 7,813.00	\$ 84,834.00	\$ 71,774.00	\$ 7,813.00	\$ 79,387.00	\$ 5,447.00	\$ -	\$ -	\$ 5,447.00
Postage	\$ 13,851.00	\$ 1,400.00	\$ 15,351.00	\$ 12,867.00	\$ 1,400.00	\$ 14,367.00	\$ 984.00	\$ -	\$ -	\$ 984.00
Subscriptions	\$ 12,825.00	\$ 53,494.00	\$ 65,829.00	\$ 11,841.00	\$ 53,494.00	\$ 65,045.00	\$ 884.00	\$ -	\$ -	\$ 884.00
Audit and Legal	\$ -	\$ 35,584.00	\$ 35,584.00	\$ -	\$ 35,584.00	\$ 35,584.00	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 18,357.00	\$ -	\$ 18,357.00	\$ 17,892.00	\$ -	\$ 17,892.00	\$ 1,365.00	\$ -	\$ -	\$ 1,365.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 39,387.00	\$ 8,878.00	\$ 48,243.00	\$ 36,580.00	\$ 8,878.00	\$ 44,488.00	\$ 2,777.00	\$ -	\$ -	\$ 2,777.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licensed Professionals	\$ 5,388.00	\$ -	\$ 5,388.00	\$ 5,008.00	\$ -	\$ 5,008.00	\$ 380.00	\$ -	\$ -	\$ 380.00
Professional Services	\$ 100,230.00	\$ 13,040.00	\$ 113,270.00	\$ 83,158.00	\$ 13,040.00	\$ 106,198.00	\$ 7,071.00	\$ -	\$ -	\$ 7,071.00
Bank Fees/Miscellaneous	\$ 21,444.00	\$ 2,837.00	\$ 24,381.00	\$ 18,931.00	\$ 2,837.00	\$ 22,668.00	\$ 1,513.00	\$ -	\$ -	\$ 1,513.00
TOTAL	\$ 3,884,148.88	\$ 329,982.00	\$ 4,114,957.88	\$ 3,618,148.88	\$ 329,982.00	\$ 3,944,957.88	\$ 274,000.88	\$ -	\$ -	\$ 274,000.88
Indirect As A Percent of Direct		7.8543%								

Exhibit B-2 BUDGET

Initials: *mg*
Date: *10/13/17*



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

- 1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

- 4. **CONDITIONAL NATURE OF AGREEMENT.**

- Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

- 3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

- 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

- 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

- 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

- 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.



Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

See below

Check if there are workplaces on file that are not identified here.

Contractor Name:

10/13/17
Date

M. J. Gallagher
Name: Megan Gallagher
Title: President/CEO

Claremont: 136 Pleasant St., Claremont, Sullivan, NH 03743

Derry: 4 Birch St., Derry, Rockingham, NH 03038

Exeter: 108 High St., Exeter, Rockingham, NH 03833

Keene: 8 Middle St., Keene, Cheshire, NH 03431

Manchester: 24 Pennacook St., Manchester, Hillsborough, NH 03104



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1).
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

10/13/17
Date


Name: Meagan Gallagher
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: PPNNE

10/13/17
Date


Name: Meagan Gallagher
Title: President/CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

mg

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: PPNNE

10/13/17
Date

Meagan Gallagher
Name: *Meagan Gallagher*
Title: *President/CEO*

Exhibit G

Contractor Initials

mg

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: PPNNE

10/13/17
Date

M. Gallagher
Name: *Meagan Gallagher*
Title: *President / CEO*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPH
Title of Authorized Representative

10/27/17
Date

PPNNE

Name of the Contractor
Meagan Gallagher
Signature of Authorized Representative

Meagan Gallagher
Name of Authorized Representative

President & CEO
Title of Authorized Representative

10/13/17
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.


Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: PPNNE

10/13/17
Date


Name: Meaghan Gallagher
Title: President/CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: Claremont: 85-964-9154, Derry: 88-480-5359, Exeter: 84-858-2115, Keene: 95-992-4218, and Manchester: 03-166-8973
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.

Breach notifications will be sent to the following email addresses:

 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

New Hampshire Department of Health and Human Services
Exhibit K



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract**

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and White Mountain Community Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 298 White Mt. Hwy Conway NH 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$377,572.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.
7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.
8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan
9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace



**New Hampshire Department of Health and Human Services
Family Planning Services Contract**

with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services
Family Planning Services Contract

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/6/19
Date

[Signature]
Name: Lisa Morris
Title: Director

White Mountain Community Health Center

04 JUN 2019
Date

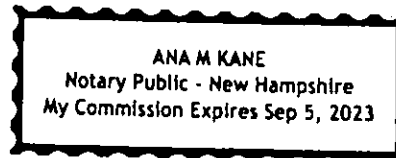
[Signature]
Name: Kenneth Porter
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Carroll on June 4, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Ana Kane
Name and Title of Notary or Justice of the Peace



My Commission Expires: 9/5/2023

New Hampshire Department of Health and Human Services
Family Planning Services Contract



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/7/19
Date

Lisa M. English
Name: *Lisa M. English*
Title: *Special Attorney*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

- CDC – Centers for Disease Control and Prevention
- BPHCS – Bureau of Population Health and Community Services
- DHHS or Department – Department of Health and Human Services
- DPHS – Division of Public Health Services
- FPAR – Family Planning Annual Report
- FPER- Family Planning Encounter Record
- FPL – Federal Poverty Level
- FPP – Family Planning Program
- HIV – Human Immunodeficiency Virus
- HPP – Health Protection Plan
- IEC/BCC – Information, Education, Communication/Behavior Change Communication
- LARC – Long Acting Reversible Contraceptives
- STD – Sexual Transmitted Disease
- Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

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Exhibit A, Amendment #1

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of five hundred seventy-five (575) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
 - 4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC



Exhibit A, Amendment #1

models/tools.

4.6. Health Education Materials:

4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.6.5. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate



Exhibit A, Amendment #1

safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.



7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.
- 8.3. Federal Reporting Requirements:
- 8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).
- 8.4. State Clinical Reporting Requirements:
- 8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

- 10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.
- 10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the



New Hampshire Department of Health and Human Services
Family Planning Services

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live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

10.2.

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.**
- 2. Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

- **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):**
<http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf>
- **With supporting guidelines from:**
US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): <https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm>

U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): <http://dx.doi.org/10.15585/mmwr.rr6504a1>

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>

Attachment A, Amendment #1

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.

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 (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- 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.

4. Assurance of confidentiality must be included for all sessions where services are provided.

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 webinar session(s) annually.

Attachment A, Amendment #1

- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. <https://www.fpntc.org/resources/family-planning-basics-elearning>
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. <https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects>

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
 - Contraceptive services
 - Pregnancy testing and counseling
 - Achieving pregnancy
 - Basic infertility services
 - Preconception health
 - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13):

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

Attachment A, Amendment #1

- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:

- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:

- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:

- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

Attachment A, Amendment #1

- b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
 - Social-behavioral factors
 - Intimate partner violence and sexual violence
 - Mental health and substance use behaviors
4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).
5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
 - a) Checkbox, or;
 - b) Written statement; or
 - c) Method-specific consent form
 - d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.
6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.
7. Counseling adolescent clients should include a discussion on:
 - a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities
 - b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health
 - c) Abstinence: is an effective way to prevent pregnancy and STDs

B. 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.

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- a) Title X requires agencies to 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
 - b) 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

C. 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
 - b) Discussion of reproductive life plan
 - c) Sexual health assessment screening
 - d) Other screening services that include:
 - Obtain medical history
 - Screen for intimate partner violence
 - Screen for tobacco, alcohol, and substance use
 - Screen for immunization status

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- 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)

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

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) Provide additional STD testing as indicated
- c) 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.

Attachment A, Amendment #1

3. Treat client if positive for STD and his/her partner(s) 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.
4. Provide STD/HIV risk reduction counseling.

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:
1. Medical History
 2. Cervical Cytology
 3. Clinical Breast Examination or discussion
 4. Mammography
 5. 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

Attachment A, Amendment #1

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

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

- US Preventive Services Task Force (USPSTF) <http://www.uspreventiveservicestaskforce.org>.
- National Guidelines Clearinghouse (NGCH) <http://www.guideline.gov>.
 - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition.
https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) <http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services>
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines <http://www.cdc.gov/std/treatment/>.
- 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.
- American Society for Colposcopy and Cervical Pathology (ASCCP) <http://www.asccp.org>.
- American Society for Reproductive Medicine (ASRM) <http://www.asrm.org>.
- American Cancer Society. <http://www.cancer.org/>.
- North American Society of Pediatric and Adolescent Gynecology <http://www.naspag.org/>.
- Agency for Healthcare Research and Quality <http://www.ahrq.gov/clinic/cpgsix.htm>.
- Partners in Information Access for the Public Health Workforce <http://phpartners.org/guide.html>.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling 1-800-762-2264 or through the Bookstore on the ACOG Web site:*
http://www.acog.org/Resources_And_Publications.

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- US Medical Eligibility for Contraceptive Use, 2016.
<http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm>
- AIDS info (DHHS) <http://www.aidsinfo.nih.gov/>.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. <http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299>
- 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>
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition.
<http://www.contraceptivetechnology.org/the-book/>
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- 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>.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: <http://www.cdc.gov/condomeffectiveness/index.html>

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: <http://www.asrm.org/>
- Centers for Disease Control & Prevention A to Z Index, <http://www.cdc.gov/az/b.html>
- Emergency Contraception Web site <http://ec.princeton.edu/>
- Office of Population Affairs: <http://www.hhs.gov/opa>
- Title X Statute <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations>
- Appropriations Language/Legislative Mandates <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates>.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations
https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions <http://www.hhs.gov/opa/regional-contacts>

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- 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.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an “ad hoc” basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- 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.
- 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.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community’s needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. 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.

Community education should serve to enhance 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. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
 - Assist with problem solving, i.e. how to increase male services; solve a “no show” problem, or improve customer service.
 - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- o Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

White Mountain Community Health Center
Agency Name

04 JUN 19
Date

Ken Porter
Ken Porter
executive
Director

Attachment C, Amendment #1

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client-centered* and *non-coercive* manner in accordance with QFP and Title X requirements 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 for services 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 Title X program requirements and the most current *Quality Family Planning (QFP)*. 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 for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in 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.

Attachment C, Amendment #1

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, 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;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of 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
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), 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.

Attachment C, Amendment #1

AGENCY NAME: _____
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

- 1a. ___ clients will be served
- 1b. ___ clients <100% FPL will be served
- 1c. ___ clients <250% FPL will be served
- 1d. ___ clients <20 will be served
- 1e. ___ clients on Medicaid will be served
- 1f. ___ male clients will be served

SFY 20 Outcome	
1a. ___	Clients served
1b. ___	Clients <100% FPL
1c. ___	Clients <250% FPL
1d. ___	Clients <20
1e. ___	Clients on Medicaid
1f. ___	Clients – Male
1g. ___	Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

- 1a. ___ clients will be served
- 1b. ___ clients <100% FPL will be served
- 1c. ___ clients <250% FPL will be served
- 1d. ___ clients <20 will be served
- 1e. ___ clients on Medicaid will be served
- 1f. ___ male clients will be served

SFY 21 Outcome	
1a. ___	Clients served
1b. ___	Clients <100% FPL
1c. ___	Clients <250% FPL
1d. ___	Clients <20
1e. ___	Clients on Medicaid
1f. ___	Clients – Male
1g. ___	Women <25 years positive for Chlamydia

Contractor Initials KDP

Date 01 JUN 19

Attachment C, Amendment #1

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 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

Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

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.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: 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.

Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Attachment C, Amendment #1

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

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 #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** 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)

KDP

04/1/19

Attachment C, Amendment #1

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling.</p> <p>SFY 20 Agency Target:</p> <p>SFY 21 Agency Target:</p>	<p>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.</p>
	EVALUATION ACTIVITIES	<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
		<p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	

Attachment C, Amendment #1

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)	
SFY 20 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020</i>	
SFY 20 Outcome: ____%	_____ Target/Objective Met
Numerator: ____%	
Denominator: ____%	_____ Target/Objective Not Met
Narrative: <i>Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>	
Proposed Improvement Plan: <i>Explain what your agency will do (differently) to achieve target/objective for SFY21</i>	
_____ Revised Workplan Attached (Please check if workplan has been revised)	
SFY 21 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021</i>	
SFY 20 Outcome: ____%	_____ Target/Objective Met
Numerator: ____%	
Denominator: ____%	_____ Target/Objective Not Met
Narrative: <i>Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>	
Proposed Improvement Plan: <i>Explain what your agency will do (differently) to achieve target/objective for SFY22</i>	

Attachment C, Amendment #1

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection.</p> <p>State Minimum Target: 70%</p> <p>SFY 20 Target:</p> <p>SFY 21 Target:</p>	<p>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.</p>
	EVALUATION ACTIVITIES	<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
		<p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	

Attachment C, Amendment #1

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

____ Target/Objective Met

Numerator: ____%

Denominator: ____%

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY21*

____ Revised Workplan Attached (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

____ Target/Objective Met

Numerator: ____%

Denominator: ____%

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

Attachment C, Amendment #1

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		<p>Performance Measure #4: 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)</p> <p>SFY 20 Target:</p> <p>SFY 21 Target:</p>	<p>Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.</p>
	EVALUATION ACTIVITIES	<p>SFY 20 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	
		<p>SFY 21 Outcome: _____</p> <p>Numerator: _____</p> <p>Denominator: _____</p>	

Attachment C, Amendment #1

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____ %

____ Target/Objective Met

Numerator: ____ %

Denominator: ____ %

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY21*

____ Revised Workplan Attached (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____ %

____ Target/Objective Met

Numerator: ____ %

Denominator: ____ %

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR 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 SFY22*

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	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 positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

White Mountain Community Health Center Attachment D, Amendment #1
RFA-2018-DPHS-03-FAMIL-10-A01

Contractor Initials *KDB*

Date *04/26/19*

Denominator: Total number of clients served.

Data Source: Region I Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: Numerator: Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region I Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: Numerator: Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region I Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: Numerator: Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives 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.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region I Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 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 most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data 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 LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

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: Region 1 Data 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, STD 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: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Attachment D, Amendment #1

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: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings 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.**

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 calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

Attachment E, Amendment #2

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) Data Elements: Effective July 1, 2017	Additional Data Elements Proposed for FPAR 2.0:
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within 30 days of G&C approval:	
<ul style="list-style-type: none"> · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans 	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	Reporting Requirement:
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	<ul style="list-style-type: none"> · FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	<ul style="list-style-type: none"> · I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020-June 30, 2021)	
Due Date:	Reporting Requirement:
August 31, 2020	<ul style="list-style-type: none"> · Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	<ul style="list-style-type: none"> · FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	<ul style="list-style-type: none"> · I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

Attachment F, Amendment #1

August 31, 2021	<ul style="list-style-type: none">· Patient Satisfaction Surveys· Outreach and Education Report· Annual Training Report· Work Plan Update/Outcome Report· Data Trend Tables (DTT)
TBD	2021 FPAR Data

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:
 - 4.1. Utilize budget forms as provided by the Department.
 - 4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.
 - 4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.
 - 4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.
 - 5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit B, Amendment #1

- 5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
- 5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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 WHITE MOUNTAIN COMMUNITY HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 01, 1981. 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: 62590

Certificate Number: 0004525191



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of June A.D. 2019.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

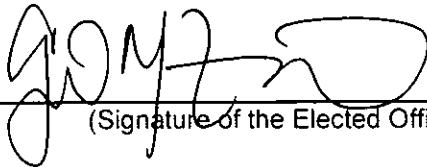
William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Angela Zakon, do hereby certify that:

1. I am a duly elected Officer of White Mountain Community Health Center.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 23, 2017:
RESOLVED: That the Executive Director is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 4th day of June 2019.
4. Kenneth Porter is the duly elected Executive Director of the Agency.

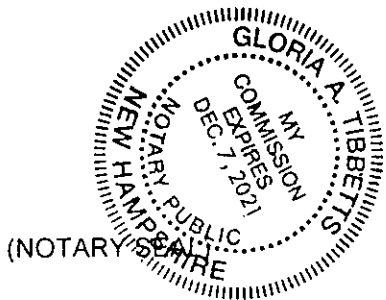



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 4th day of June, 2019, by Angela Zakon.





(Notary Public/Justice of the Peace)

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Noyes Hall & Allen Insurance 170 Ocean St. South Portland ME 04106	CONTACT NAME: Tracey Guignard PHONE (A/C, No, Ext): (207) 799-5541 FAX (A/C, No): E-MAIL: tguignard@nha-ins.com ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A:														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED White Mountain Community Health Center PO Box 2800 Conway NH 03818														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NHHC004254	01/01/2019	01/01/2020	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 - COM/OP AGG \$ 1,000,000 Retro-Date 02/28/1989 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10000			NHUMB004256	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Retro-Date 12/05/1989 \$ <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	Medical Professional Liability Claims Made			NHHC004254	01/01/2019	01/01/2020	Each Loss 1,000,000 Aggregate 3,000,000 Retro-Date 12/05/1989

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

DHHS

Bureau of Contracts and Procurement
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tracey Guignard

White Mountain Community Health Center

Mission, Vision, and Values

Mission

White Mountain Community Health Center provides the community with affordable access to high-quality, compassionate, individualized healthcare and support services needed to achieve wellness.

Vision

We envision a community where everyone gets the care and support they need to be healthy regardless of financial situation.

Values

AFFORDABLE CARE

We want to ensure that anyone in the community can access the best healthcare, no matter who they are and what resources they have. We welcome all regardless of ability to pay, strive for cost transparency, and look for other ways to help patients overcome barriers to care.

RESPECT

We respect each person we work with as a fellow human being. We take the time necessary to build good relationships with patients. Patients' opinions matter to us and we listen to them and shape their care accordingly. We expect patients to treat us with respect and integrity in return. Staff take the time to build good relationships with each other as well to create a supportive and respectful work culture.

COMPREHENSIVE, INTEGRATED CARE

We provide care for the whole person. Providers work as a team to provide integrated care for patients and connect them with resources to address all factors affecting their ability to achieve health.

PROFESSIONAL EXCELLENCE

We recruit highly skilled staff and provide support and continuing education to ensure our patients get the highest level of care. We evaluate our performance regularly and use data to determine areas of improvement.

DEDICATION

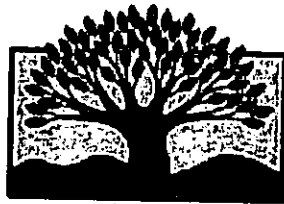
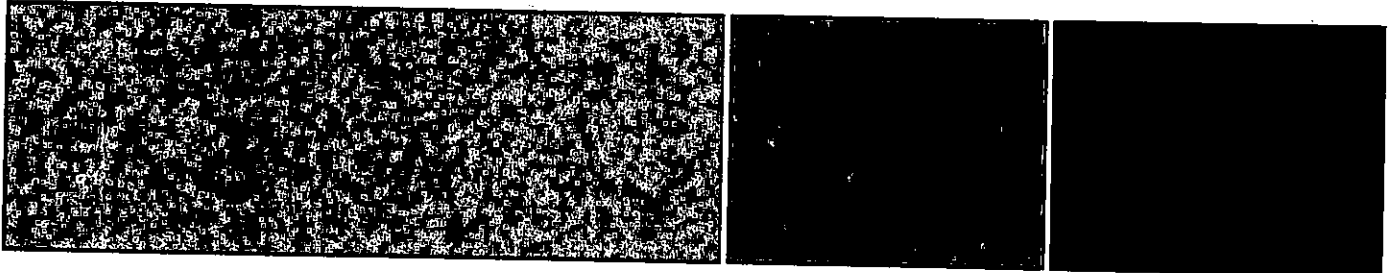
We work hard for our patients and go the extra mile to ensure we are following through. Our patients can depend on us.

COLLABORATION

Our staff collaborate and learn from each other to take full advantage of each staff member's strengths. We work closely with other organizations to address our community's health needs and underlying social determinants of health.

INNOVATION

We lead the way in community healthcare, finding creative ways to provide cutting-edge care with the available resources.



**WHITE MOUNTAIN
COMMUNITY
HEALTH CENTER**

Whole Person. Whole Family. Whole Valley.

FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
White Mountain Community Health Center

We have audited the accompanying financial statements of White Mountain Community Health Center, which comprise the balance sheets as of June 30, 2018 and 2017, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of White Mountain Community Health Center as of June 30, 2018 and 2017, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 27, 2018

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2018 and 2017

ASSETS

	<u>2018</u>	<u>2017</u>
Current assets		
Cash	\$ 29,622	\$ 176,339
Patient accounts receivable, less allowance for uncollectible accounts of \$30,000 at June 30, 2018 and \$17,862 at June 30, 2017	69,875	93,633
Grants receivable	124,615	57,727
Prepaid expenses	<u>27,181</u>	<u>14,624</u>
Total current assets	251,293	342,323
Investments	257,558	245,481
Assets limited as to use	52,017	37,119
Property and equipment, net	<u>44,742</u>	<u>79,887</u>
Total assets	\$ <u>605,610</u>	\$ <u>704,810</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 19,042	\$ 16,845
Accrued payroll and related amounts	55,922	66,639
Deferred revenue	<u>84,014</u>	<u>62,045</u>
Total current liabilities and total liabilities	158,978	145,529
Net assets		
Unrestricted	394,615	522,162
Temporarily restricted	<u>52,017</u>	<u>37,119</u>
Total net assets	446,632	559,281
Total liabilities and net assets	\$ <u>605,610</u>	\$ <u>704,810</u>

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Operating revenue		
Patient service revenue	\$ 780,442	\$ 768,291
Provision for bad debts	<u>(54,531)</u>	<u>(39,459)</u>
Net patient service revenue	725,911	728,832
Grants and other support	685,885	681,086
Other operating revenue	9,789	13,807
Net assets released from restriction for operations	<u>19,390</u>	<u>23,312</u>
Total operating revenue	<u>1,440,975</u>	<u>1,447,037</u>
Operating expenses		
Salaries and benefits	1,066,380	1,050,354
Professional fees and contract services	163,581	137,646
Other operating expenses	245,527	267,829
Program supplies	71,540	75,756
Depreciation	<u>41,484</u>	<u>68,286</u>
Total operating expenses	<u>1,588,512</u>	<u>1,599,871</u>
Operating loss	<u>(147,537)</u>	<u>(152,834)</u>
Other revenue and gains		
Investment income	8,753	1,685
Change in fair value of investments	<u>9,087</u>	<u>17,121</u>
Total other revenue and gains	<u>17,840</u>	<u>18,806</u>
Deficiency of revenue over expenses	(129,697)	(134,028)
Net assets released from restriction for capital acquisition	<u>2,150</u>	<u>10,000</u>
Decrease in unrestricted net assets	<u>\$ (127,547)</u>	<u>\$ (124,028)</u>

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Unrestricted net assets		
Deficiency of revenue over expenses	\$ (129,697)	\$ (134,028)
Net assets released from restriction for capital acquisition	<u>2,150</u>	<u>10,000</u>
Decrease in unrestricted net assets	<u>(127,547)</u>	<u>(124,028)</u>
Temporarily restricted net assets		
Contributions	36,438	47,838
Net assets released from restriction for capital acquisition	(2,150)	(10,000)
Net assets released from restriction for operations	<u>(19,390)</u>	<u>(23,312)</u>
Increase in temporarily restricted net assets	<u>14,898</u>	<u>14,526</u>
Change in net assets	(112,649)	(109,502)
Net assets, beginning of year	<u>559,281</u>	<u>668,783</u>
Net assets, end of year	<u>\$ 446,632</u>	<u>\$ 559,281</u>

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Cash Flows

Years Ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ (112,649)	\$ (109,502)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	41,484	68,286
Provision for bad debts	54,531	39,459
Restricted contributions	(36,438)	(47,838)
Change in fair value of investments	(9,087)	(17,121)
(Increase) decrease in		
Patient accounts receivable	(30,773)	(45,573)
Grants receivable	(66,888)	33,661
Prepaid expenses	(12,557)	13,994
Increase (decrease) in		
Accounts payable and accrued expenses	2,197	3,064
Accrued payroll and related expenses	(10,717)	8,927
Deferred revenue	<u>21,969</u>	<u>(12,777)</u>
Net cash used by operating activities	<u>(158,928)</u>	<u>(65,420)</u>
Cash flows from investing activities		
Proceeds from sale of investments	254,861	1,957
Increase in assets limited as to use	(14,898)	(14,526)
Purchase of investments	(257,851)	-
Capital expenditures	<u>(6,339)</u>	<u>(12,789)</u>
Net cash used by investing activities	<u>(24,227)</u>	<u>(25,358)</u>
Cash flows from financing activities		
Restricted contributions	<u>36,438</u>	<u>47,838</u>
Net decrease in cash	(146,717)	(42,940)
Cash, beginning of year	<u>176,339</u>	<u>219,279</u>
Cash, end of year	<u>\$ 29,622</u>	<u>\$ 176,339</u>

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

1. Summary of Significant Accounting Policies

Organization

White Mountain Community Health Center (the Center) is a non-profit corporation organized in New Hampshire. The Center's primary purpose is to provide comprehensive primary and preventative healthcare services to the residents in the town of Conway, New Hampshire and surrounding communities.

The Center was granted Federally Qualified Health Center (FQHC) Look-Alike designation on March 26, 2018. While FQHC Look-Alikes do not receive Health Center Program grant funds provided to FQHCs, they are eligible to receive enhanced reimbursement under FQHC Medicare and Medicaid payment methodologies. FQHC Look-Alikes are also eligible to purchase discounted drugs through the 340B Federal Drug Pricing Program.

The Center received Medicare certification as an FQHC Look-Alike, effective June 20, 2018, and is able to bill for services to Medicare beneficiaries under the Medicare FQHC payment methodology as of that date. Subsequent to June 30, 2018, The Center received certification under the State Medicaid program as a FQHC Look-Alike.

Income Taxes

The Center is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Center is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Center's tax positions and concluded that the Center has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Allowance For Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing the Center's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2018</u>	<u>2017</u>
Balance, beginning of year	\$ 17,862	\$ 17,862
Provision for bad debts	54,531	39,459
Write-offs	<u>(42,393)</u>	<u>(39,459)</u>
Balance, end of year	<u>\$ 30,000</u>	<u>\$ 17,862</u>

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible. Grant revenue is recognized as revenue when expenditures are incurred. Grants whose restrictions are met within the same year as recognized are reported as unrestricted grant revenue in the accompanying financial statements.

Investments

The Center reports investments at fair value. Investments include assets held for long-term purposes. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Center has established policies governing long-term investments.

The Center has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statements of operations. The election was made because the Center believes reporting the activity as a single amount provides a clearer measure of the investment performance.

Investment income and the change in fair value are included in the deficiency of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the financial statements.

Assets Limited As To Use

Assets limited as to use are comprised of donor-restricted cash contributions and are excluded from cash for cash flow purposes.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the deficiency of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Deferred Revenue

Deferred revenue represents unearned grants or contracts received in advance of expenditure.

Temporarily Restricted Net Assets

Temporarily restricted net assets are those whose use by the Center have been limited by donors to a specific time period or purpose. Primary restrictions on temporarily restricted net assets at June 30, 2018 and 2017 relate to the acquisition of equipment.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered.

Charity Care

The Center provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Center does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restriction."

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

Functional Expenses

The Center provides general healthcare services to residents within its geographic location. Expenses related to providing these services were as follows:

	<u>2018</u>	<u>2017</u>
Program services	\$ 1,345,960	\$ 1,349,054
General and administrative	<u>242,552</u>	<u>250,817</u>
Total	<u>\$ 1,588,512</u>	<u>\$ 1,599,871</u>

Deficiency of Revenue Over Expenses

The statement of operations reflects the deficiency of revenue over expenses. Changes in unrestricted net assets which are excluded from the deficiency of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through September 27, 2018, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Investments and Fair Value Measurement

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value measured on a recurring basis:

	<u>Investments at Fair Value as of June 30, 2018</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 135	\$ -	\$ -	\$ 135
Exchange traded funds	38,174	-	-	38,174
Mutual funds	<u>219,249</u>	<u>-</u>	<u>-</u>	<u>219,249</u>
Total investments	<u>\$ 257,558</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 257,558</u>

	<u>Investments at Fair Value as of June 30, 2017</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 7,577	\$ -	\$ -	\$ 7,577
Mutual funds	<u>237,904</u>	<u>-</u>	<u>-</u>	<u>237,904</u>
Total investments	<u>\$ 245,481</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 245,481</u>

3. Property and Equipment

A summary of property and equipment is as follows:

	<u>2018</u>	<u>2017</u>
Building improvements	\$ 28,879	\$ 28,879
Furniture	44,855	44,855
Equipment	<u>449,720</u>	<u>443,381</u>
Total cost	523,454	517,115
Less accumulated depreciation	<u>478,712</u>	<u>437,228</u>
Property and equipment, net	<u>\$ 44,742</u>	<u>\$ 79,887</u>

4. Line of Credit

The Center has a \$100,000 unsecured line of credit available with a local bank through September 30, 2020. Interest on borrowings is charged at prime plus 2% (7% at June 30, 2018). There was no outstanding balance at June 30, 2018 and 2017.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

5. Patient Service Revenue

Patient service revenue is as follows:

	<u>2018</u>	<u>2017</u>
Medicaid	\$ 341,269	\$ 343,987
Medicare	52,377	47,881
Third-party insurance	212,644	211,619
Patient pay	<u>174,152</u>	<u>164,804</u>
Total	<u>\$ 780,442</u>	<u>\$ 768,291</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Center believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

Before achieving FQHC Look-Alike status, the Center was reimbursed based on specific fee schedules prescribed by Medicare and Medicaid. Under FQHC Look-Alike status, the Center is reimbursed as follows:

Medicare

The Center is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Center is required to file an annual cost report.

Medicaid

The Center is reimbursed for medical care of qualified patients on a prospective basis. The prospective payment is based on a geographically-adjusted rate determined by State guidelines.

Charity Care

The Center provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. The Center estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount. The estimated cost of providing services to patients under the Center's charity care policy amounted to \$86,279 in 2018 and \$78,319 in 2017.

The Center is able to provide these services with a component of funds received through local community support.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

6. Retirement Plan

The Center has adopted a 403(b) retirement plan covering substantially all employees. Contributions by the Center to the plan amounted to \$12,665 in 2018 and \$17,578 in 2017.

7. Concentration of Risk

The Center grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At June 30, 2018 and 2017, Medicaid represented 39% and 38%, respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

8. Malpractice Claims

The Center insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2018 which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents which require loss accrual. The Center intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

9. Donations In-Kind

The Memorial Hospital (TMH) provides the Center with office and clinic space located in Conway, New Hampshire at no cost. In-kind contributions from TMH to the Center amounted to \$59,004 for the years ended June 30, 2018 and 2017 which is included in grants and other support and other operating expenses in the statement of operations.



**WHITE MOUNTAIN
COMMUNITY
HEALTH CENTER**

Whole Person. Whole Family. Whole Valley.

298 White Mt. Hwy • PO Box 2800 • Conway, NH 03818 • 603-447-8900

Board Roster June 2019

Name, Office	Profession, place of work	Town
Mackie, Christen President	Camp and Operations Director Geneva Point Center	Fryeburg, ME
Bella, Jen Vice President	Licensed Clinical Social Worker Self-employed	Denmark, ME
Zakon, Angela Treasurer	Senior Accountant Leone, McDonnell & Roberts	Center Conway, NH
Carter, Amy Secretary	Librarian Cook Memorial Library	Tamworth, NH
Arsenault, Patricia	Student Licensed nurse/phlebotomist	Tamworth, NH
Champagne, Peter	District Manager White Mountain Subways LLC	Madison, NH
Gemmiti, Jamie	Photographer Conway Daily Sun	Conway, NH
Newton, Betty	Sales/Marketing (retired) Edy's Grand Ice Cream/Nestle	Conway, NH
Rowe, Elizabeth	HR Director Squam Lakes Natural Science Center	Tamworth, NH
Leonard, Leslie, Ex-Officio	Attorney Cooper Cargill Chant	Intervale, NH

Kimberly Bickford



Seeking a challenging position in a hospital/medical office setting where my medical professional and practical experience will be fully utilized.

Work Experience

Case Manager of 20-25

Maine Health Care

2017 to Present

patients

- Document charting: documenting to Medicare standards/EPIC
- Obtains verbal orders for lab work, wound care, medication administration, and procedures
- Competencies in PICC line care and removal, wound care, VAC dressings, medication administration, lab draws, nephrostomy dressing changes, ostomy care, G/J tube care/nutritional feeds, IV medication administration
- Provide superior care in challenging environments
- Provide excellent customer service to all members of the care team (e.g. patient, family, physician)
- Supervises support staff

Triage/Urgent Intake nurse/Clinical nurse to two physicians

Portland Gastroenterology Center

2013 to 2017

- Clinical nurse to hepatologist and pancreatic biliary specialist
- Triage incoming patient calls (approximately 60 calls per day)
- Reviewing lab/path results and provider recommendations with patients
- Refilling medications
- Creating orders
- Delegation of tasks to support staff
- Documentation and effective communication
- Medication administration
- Transcription of provider's orders
- Processing multiple urgent referrals / determine plan of care utilizing nursing process
- Requesting records and determining urgency based on medical hx, assessment of labs/imaging/sx
- Capsule endoscopy nurse / patient education
- Supervising nursing personnel when nurse manager away

Intra-operative registered nurse

Maine Medical Center - Portland, ME

2011 to 2013

- Patient care, patient positioning, medication administration
- Documentation, effective communication

- Prioritizing tasks for safe patient care
- Delegation of tasks to support staff
- Transcribe approved provider's orders

Assisting patients

Community Partners - Biddeford, ME
1999 to 2011

with basic hygiene and activities of daily living

- Transcribe and communicate approved provider's orders
- Effective documentation and charting
- Support during medical and clinical appointments
- Community integration

Unit Secretary

Community Partners - Portland, ME
2007 to 2008

Customer service, nursing support, communication, filing, scheduling, answering phones support to families and visitors

Developmental Trainer

Community Partners - Biddeford, ME
1997 to 2007

- Staff supervision; effective communication, team building, scheduling medical appointments
- With patient mobility, activities of daily living, and patient hygiene skills, charting, record keeping
- Transcription of medical/clinical orders, staff training

Special Education Teacher's Assistant

Lakeview Neuro Rehab - Effingham, NH
1994 to 1997

Special

Education

Associate Nursing in Nursing

Southern Maine Community College - South Portland, ME
2011

Skills

Home Health, Case Management, RN

Certifications/Licenses

Registered Nurse (RN)

July 2018

BLS, ACLS

Assessments

Indeed Assessments are tests that job seekers can use to demonstrate their knowledge and abilities.

Customer Focus & Orientation Skills — Proficient

Dec 2018

Measures a candidate's ability to respond to customer situations with sensitivity.

View my full results at: https://share.indeedassessments.com/share_assignment/qltbqlaq5e09mmuq

Nursing Skills: Patient Focus & Orientation — Expert

Dec 2018

Measures a candidate's ability to address concerns and use sensitivity when responding to needs and feelings of patients.

View my full results at: https://share.indeedassessments.com/share_assignment/bmdjppjxurrzzmj2y

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Deborah Cross, RN, MSN

EDUCATION

University of California, San Francisco

Master of Science in Nursing, Family Nurse Practitioner Specialty. June 2009.

Louisiana State University Medical Center, New Orleans

Associate of Science in Nursing, May 1996.

Rutgers University, New Brunswick, NJ.

Bachelor of Arts, Psychology major, May 1994.

FAMILY NURSE PRACTITIONER CLINICAL RESIDENCIES

Family Health Center, San Francisco General Hospital, 11/08 – 5/09.

Silver Avenue Health Center, San Francisco, 4/09 – 6/09.

- Provided primary care services to culturally diverse, low-income populations.
- Managed complex patients with multiple problems, i.e. uncontrolled diabetes & hypertension, depression, anxiety, chronic pain, and substance abuse.

Roseland Children's Health Center, Santa Rosa, 4/08 - 6/08.

Clinica de La Raza, Oakland, 4/09 – 6/09.

- Conducted newborn, infant, child & adolescent assessment and well child examinations.
- Diagnosed and prescribed treatment for common acute complaints, i.e. otitis media, strep throat.
- Managed common chronic conditions, i.e. asthma, atopic dermatitis.
- Predominantly Spanish speaking, low-income populations.

Young Women's Program, University of California, San Francisco, 1/09 – 4/09.

- Provided Ob/Gyn services to high risk teens & young adults.
- Received training in Mirena insertion.

Bolinas Community Health Center, Bolinas, 9/08 – 12/08.

- Provided primary care services to a rural coastal community.

Breast Center, University of California, San Francisco, 9/08 – 12/08.

- Assessed patients with abnormal mammograms or breast exams.
- Assessed patients with increased breast cancer risk due to family history.
- Assessed patients status post breast cancer treatment.

Kaiser Permanente Medical Group Women's Health Center, San Francisco, 1/09 – 4/09

- Provided routine obstetric (prenatal and postpartum care) and gynecologic care for various women's health issues.

Spine Center, University of California, San Francisco, 1/08 – 4/08.

- Performed neurological examinations & recorded patient histories.
- Performed trigger point and bursal injections.
- Assessed patients coping with chronic pain and physical disability.

RN EXPERIENCE

St. Luke's Hospital, San Francisco, 6/03 – 6/09.

Emergency Department, staff nurse.

- Worked with primarily Spanish speaking low-income patients who did not have access to primary care

Common Ground Clinic, New Orleans, 4/06 – 6/06.

- RN volunteer
- Triage patients presenting with acute and chronic health problems after Hurricane Katrina
- Provided diabetic education, healthy lifestyle instruction, and grief counseling

Women's Choice Clinic, Oakland, Ca. 9/06 – 5/08.

- RN volunteer
- Provided abortion education & counseling
- Taught phlebotomy skills to other volunteers

Veteran's Administration Medical Center, San Francisco, 9/02 – 6/03.

Transitional Care Unit, staff nurse – travel assignment.

- Provided care to acutely ill adults transitioning from ICU to med/surg.
- ICU & ER float.

St. Mary's Medical Center, Reno 6/99 – 8/02.

ICU & Emergency Department, staff nurse.

Primary Children's Hospital, Salt Lake City, 5/98 – 5/99.

Medical/Surgical, staff nurse.

- Cared for acutely ill infants, children, & adolescents.

University Hospital, Salt Lake City, 1/97 – 5/99.

Telemetry, staff nurse.

- Member of the end of life committee.

CERTIFICATIONS

- Basic Life Support
- Advanced Cardiovascular Life Support
- Pediatric Advanced Life Support

LANGUAGE SKILLS

- Intermediate Spanish

Lisa Cushing, PA-C

EDUCATION

Le Moyne College, Syracuse, NY M.S. Physician Assistant Studies, 2015-2017

CLINICAL ROTATIONS

Family Medicine ◊ DeKalb Health Center ◊ 6 weeks
Emergency Medicine ◊ Cortland Regional Medical Center ◊ 6 weeks
Internal Medicine: Gastroenterology ◊ Syracuse Gastroenterological Associates ◊ 3 weeks
Internal Medicine: Nephrology ◊ Kidney and Hypertension Consultants ◊ 3 weeks
Elective: Cardiology ◊ SJH Cardiology Associates ◊ 6 weeks
General Surgery ◊ Oneida Surgical Group ◊ 6 weeks
Behavioral Medicine ◊ Aaron Manor Rehabilitation ◊ 5 weeks
Endocrinology ◊ Family Care Medical Group ◊ 1 week
Women's Gynecological Health ◊ CNY Family Care ◊ 3 weeks
Obstetrics and Women's Gynecological Health ◊ Mohawk Valley Women's Health Associates ◊ 3 weeks
Pediatric Medicine ◊ Summerwood Pediatrics ◊ 4 weeks
Pediatric Medicine ◊ Elizabeth Seton Pediatric Center ◊ 2 weeks

RESEARCH MASTERS PROJECT

Investigated the role of genetic testing in primary care as a means for preventive patient care using a systematic review

University of New Hampshire, Durham NH B.S., Biology, *magna cum laude*, 2008-2012

National University of Ireland, Galway City, Ireland Spring Semester Abroad, Jan-May 2011

American Red Cross Medical Careers Concord, NH Certified Nurse Assistant Certification Aug–Oct 2012

WORK EXPERIENCE

Nurse Assistant ◊ Mount Sinai Queens, Astoria, NY Oct 2013 - June 2015

- Collaborated with nurses to provide patient and ventilator care to patients on the respiratory care unit and intensive care unit
- Assisted with patients care in an emergency department setting including placement ECG leads and vital sign monitoring
- Participated in wound care, dressing changes and prevention of decubitus ulcers

Nurse Assistant ◊ Midway Nursing Home, Maspeth, NY July 2013- Oct 2013

- Provided residents with activities of daily living including helping with meals, transferring using assistive devices, bathing, dressing and grooming.
- Assisted in resident transfer on clinic visits.
- Preserved patient dignity and minimized discomfort while carrying out duties such as bedpan changes, diapering, emptying drainage bags and bathing.

Nurse Assistant ◊ Golden View Health Care Center, Meredith, NH Nov 2012–May 2013

- Communicated with team members to ensure resident's needs were met.
- Trained new nurse assistant staff members as integral members of a team.
- Provided nursing care for Alzheimer and dementia residents in a 53-bed long-term-care facility.
- Documented activities of daily living, intake & output, vitals, behavior and other relevant resident information using Matrix Point of Care and complied with HIPAA standards in all patient documentation and interactions.

PROFESSIONAL CERTIFICATIONS

Advanced Cardiac Life Support, American Heart Association, June 2018

Basic Cardiac Life Support, American Heart Association, April 2018

12-Lead EKG Review, Certified Medical Educators, Aug 2018

ORGANIZATIONS

American Academy of Physician Assistants 2014-Present

New York State Society of Physician Assistants 2015-Present

LEADERSHIP & VOLUNTEERING

Physician Assistant Student Society ◊ Secretary 2015-2016

Samaritan Center ◊ Volunteer 2015-2016

SKILLS

EPIC, Meditech, Practice Fusion, eClinicalWorks, PointClickCare, MEDENT, Synapse, Caregiver, Word, Excel, PowerPoint, Google Drive

Julie Everett Hill, R.N.

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Profile

I am a Registered Nurse with a current New Hampshire license, and the director of operations at a rural community health center. I enjoy the dynamic nature of community health nursing, and the opportunity it provides to view the family as a whole when planning and providing care. My interests include asthma education, mental health and nutrition.

Experience

White Mountain Community Health Center, Conway, NH

December 2014-Present: Director of Operations

Coordinate provision of all programs (Family Planning, STD/HIV, BCCSP, Prenatal, Pediatrics, Primary Care, and Teen Clinic). Supervise all clinical, medical records, and front office staff.

Coordinate and ensure adequate staffing schedules for clinical staff. Assist in budget preparation as needed. Represent the health center publically at forums and events. Responsible for the implementation of electronic health record and the ongoing customization of the program to ensure appropriate documentation of patient care, meet program reporting needs and facilitate efficient staff workflow across the agency.

2011 to 2014: Director of Clinical Services

Coordinate provision of all programs (Family Planning, STD/HIV, BCCSP, Prenatal, Pediatrics, Primary Care, and Teen Clinic). Supervise all clinical staff. Coordinate and ensure adequate staffing schedules for clinical staff. Perform annual clinical staff evaluations. Assist in budget preparation as needed. Assist Medical Director when seeing patients.

2009-2011: Registered Nurse

Primary care and family planning focus, with patient population newborn through geriatric. Strong focus on patient education, including asthma education and diabetic teaching. Other roles include triage and prioritization of care and coordination of patient care with resources both within and outside of the clinic.

Memorial Hospital, North Conway, NH

June 2007-June 2010: Registered Nurse

Medical Surgical nursing care of a broad range of patients from pediatric to geriatric. Roles included assessment of care of acutely ill patients with medical, surgical and/or orthopedic diagnoses. Patient education, care planning, complete patient assessment and accurate documentation in EMR were integral parts of this position.

May 2006-June 2007: Licensed Practical Nurse

Medical Surgical and some post-partum and newborn nursing care under the supervision of a Registered Nurse.

February 2001-May 2006: LNA/Unit Secretary

Unit Secretary/LNA in fast-paced medical surgical unit. Duties included transcribing doctor's orders, managing patient records, answering and directing phone calls, assisting nurses with order entry and facilitating communication between departments.

Education

Saint Anselm College; Advanced Nursing Leadership Program: 2013

NHCTC, Berlin, NH: Associates Degree in Science, Nursing; May 17, 2007, Phi Theta Kappa Honor Society

Southern Maine Technical College, Portland, ME: Nursing Assistant Certificate 1994

University of Southern Maine: 1992-1993

Certifications and relevant continuing education include:

- North Country Health Consortium Public Health Training Center: Community Health Assessment and Improvement Modules 1-4, 2013
- Yellow Belt- LEAN Systems Training for Quality Improvement: September 2013
- Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) consultant training certificate; June 2013
- Current BLS
- Asthma Educators Institute 2010
- Diabetes Nurse Champion, September 2008
- WIC Breastfeeding Peer Counselor Certification, November 2000

Personal/Community

Mount Washington Valley Toastmasters #3596556: President, Charter member

Swift River CrossFit: CFL1 Trainer

BethLynn Wilson



Work Experience

**Jan. 08 – Sept. 10 Medical Assistant/ Patient Service Coordinator
Tamworth Family Medicine**

As an MA/PSC I was cross trained to be responsible for clinical and non clinical duties. PSC responsibilities included answering the phone, triaging, scheduling and confirming patient appointments. Also, I was responsible for all check-in and check out of patients, chart prep, and filing, faxing and copying charts. MA responsibilities included rooming patients, taking vitals, EKGs, Cultures and assisting with minor surgical procedures and Pap smears. Any needed Phlebotomy and Vaccination administration was also a responsibility. Prescription renewal, prior authorization, referrals, lab resulting and patient call backs were included in my duties. It was a busy two provider office, customer service was key and an area I excelled in.

**June. 04-June 07 Medical Assistant
Prime Health Care**

As Medical Assistant, I was responsible for meeting the patient's needs and assisting the doctors. Responsibilities included stocking and preparing the exam rooms, running EKGs, taking vitals, collecting urine, stool, hemoglobin and hematocrit blood samples, calling and writing prescription refills with doctors authorization, faxing and maintaining patient charts, assisting in skin lesion removals, stitching, pap smears, wound care and vaccinations. I also communicated with patients regarding their lab and test results, scheduled appointments with in the office as well as with specialty physicians. I was capable of multi tasking and flexible performing as needed in the area of receptionist and secretary.

**Nov. 02-Jan. 04 Medical Receptionist
Howell Primary Care**

As Medical Receptionist, I was solely responsible for all front desk duties. Responsibilities included answering the phone, scheduling patients, taking messages, phoning in prescription refills, documenting information, faxing and copying, submitting referrals through the envoy system, creating new patient charts, verifying insurance coverage, assisting in billing inquires, sending monthly reminders, filing charts, preparing the exam rooms, welcoming patients and taking vitals, running EKGs, drawing up vaccinations, and other lab tests, maintaining relations with sales representatives, scheduling doctors meetings and taking inventory of samples

May.02-Nov.02 **Optometric Assistant**
Optical World

As Optometric Assistant, I was medical secretary/ sales clerk. Responsibilities included scheduling patients, creating and maintaining charts, teaching proper contact INR and cleaning, eye glass repair, running eye exams, assisting the doctor as needed, assisting in the selection of various eye wear, pricing and displaying merchandise, handling medical insurance and billing, contacting insurance companies regarding claims, dealing with the collections department, submitting orders and tracking shipments, closing and opening the store.

Education

1998-2002 Plymouth State University, Plymouth, NH
Bachelor of Arts

1999 S.O.L.O Wilderness Medicine School, Conway, NH
Wilderness/National EMT-B

Patricia A. Jacobson



Education & Licensure

University of Rhode Island, Kingston (1979-1983)
BS in Pharmacy, 1983
Registered Pharmacist, Rhode Island

Experience

White Mountain Community Health Center Conway, NH 2002-Present
Community Outreach Education and Teen Clinic Coordinator

Purity Springs Resort East Madison, NH 1997-Present
Ski Instructor, King Pine Ski Area
Instructed ages 4-7 and school based programs.

Suburban Pharmacy Warwick, RI 1999-2001
Pharmacist
Prescription processing, patient counseling, health education, third party claims administration and supervision of ancillary staff.

Consultant 1997-2000
Health care consulting in the areas of program evaluation, planning, development, presentation and implementation.
Concentration on continuing adult professional education for health care providers, staff training and community health education.
Worked with administrators, health care professionals, government agencies and faculty from community and institutional settings and their supporters to identify current trends and issues affecting health care practice and specific areas needing program improvement.

Meniscus Ltd. And Meniscus Educational Inst. 1998-1999
Acting Pharmacy Education Director
Created and sold multi-media marketing program designed to train pharmacists how to market and sell patient care services.
Responsible for evaluating and revising the Meniscus Education Institute's pharmacy education program.
Responsible for all facets of continuing education program for pharmacists in community, hospital, managed care and industrial settings.
Assisted in the development and implementation of a strategic plan.
Served as program administrator and liaison to the American Council of Pharmaceutical Education for all accredited programs.
Worked with colleagues to develop, evaluate and improve MEI's multidisciplinary educational program for physicians, nurses and pharmacists.

University of Rhode Island College of Pharmacy Kingston, RI 1992-1997
Director of Pharmacy Continuing Education 1994-1997
Responsible for program planning, needs assessment, development, finance, accreditation and administration of continuing education and training programs for pharmacists in community, hospital, managed care and industrial settings.
Identified current trends and issues affecting pharmacy practice and areas needing program development.
Served as the Program Administrator and University Liaison to the American Council on Pharmaceutical Education for all accredited programs.

Instructor, Nonprescription Drugs & Coordinator of Health Related Supplies 1992-1997
Taught fourth and fifth year pharmacy students the assessment and communication skills and techniques to evaluate and treat over-the-counter patient complaints and promote self-care and prevention in the community.
Presented lectures on health related supplies including home testing kits, home infusion and respiratory therapy, and equipment and supplies to optimize home health care.

Brown University Health Service Providence, RI 1988-1994
Director of Pharmacy
Responsible for the operation of the pharmacy department and supervision and ongoing training of professional and technical staff, general administration and budget management.

Critical Care America, Inc. Pharmacist	Framingham, MA	1986-1994
Part-time position providing parenteral and enteral nutrition, pain management, antibiotic therapy, chemotherapy, etc. to home-based patients.		
The Miriam Hospital Staff Pharmacist	Providence, RI	1983-1988
Scandinavian Home for the Aged Consultant Pharmacist	Cranston, RI	1984-1990
Riverview Nursing Home Consulting Pharmacist	Coventry, RI	1984-1990
Esco Drug Company Pharmacist	Providence, RI	1984-1986
CVS Pharmacy Pharmacist	Woonsocket, RI	1983-1984

Organizations and Affiliations

American Association of Colleges of Pharmacy
 American Pharmaceutical Association
 American Society of Health-system Pharmacists
 Rhode Island Pharmacists Association
 Rhode Island Society of Health-system Pharmacists

Awards and Recognitions

1995 Teacher of The Year, University of Rhode Island, College of Pharmacy
 1991 Preceptor of the Year, University of Rhode Island College of Pharmacy Externship Program

KENNETH PORTER JR

Professional Summary

Skilled senior Navy leader with 33 years of proven progressive leadership of high performing units at sea, shore, and in combat. Seeking position offering new growth opportunities and professional challenges.

Skills

- Proven leader
- Strategic thinker
- High attention to detail
- Clinic management
- Lean Six Sigma
- Calm under pressure
- Leader in Change
- Program evaluator
- Environmental Health and Safety
- Operations management
- Emergency Management
- Produces leaders
- Strong Computer skills
- Independent duty Corpsman

Work History

Command Master Chief, 2014 to Current

US Navy

- Senior Enlisted Leader for all Naval Reserve assets in the State of Rhode Island
- Training team leader Mid-Atlantic Region
- Senior Mentor for Navy Senior Enlisted Leaders in the United States
- Secretary of Defense Reserve Policy board

Command Master Chief Mid-Atlantic Region, 2011 to 2014

US Navy

- Senior Enlisted Leader for all Navy Reserve personnel attached to 13 states
- Senior Enlisted Leader for 100 Sailors responsible for administration of the region.

Command Master Chief Marine Forces Reserve (MFR), 2008 to 2011

US Navy

- Nationwide Senior Enlisted leadership of all Naval medical assets attached to MFR in every state consisting of thousands of Sailors and Marines
- Senior Enlisted for Medical and Dental support to the entire Marine Force Reserve (MFR)
- Pentagon level process improvement and policy boards
- Advisor to Commanding General
- Multiple law, policy, and manpower boards directly for Chief of Naval Operations and Commandant of the Marine Corps

Command Senior Chief, 2004 to 2008

US Navy

- Medical provider
- Manager of 6 Battalion Aid clinics and 200 plus Corpsman
- Team lead for Antarctic supply mission
- Combat deployment leading multi-national team

Independent Duty Corpsman/Senior Medical Department Representative, 2001 to 2004

USS Sides FFG14/ USS McClusky FFG41 – US Navy

- Medical provider for two Navy ships with 250 plus crew each
- Medical, Admin, Supply, and Navigational Department Manager of 14 Sailors
- Routine and trauma care
- Combat deployments worldwide
- Leader of 4 training teams
- Only Enlisted Department head responsible for all aspects of an operational medical department.

- Engineering Officer of the watch, Maintenance manager, Damage Control Leader

Regimental Command Chief, 1993 to 2001

US Navy

- Command Chief responsible for management of 160 plus Corpsman providing Medical, Dental, Safety and Occupational Health programs for 960 plus Marines and four clinics
- Operation Desert Storm
- Medical clinic Management
- Preventive, routine, and trauma/combat medical care

Combat Corpsman, 1983 to 1993

US Navy

- Combat Corpsman with various units in the United states.
- Squad level leadership of up to 20 people
- Management of medical supplies
- Training Petty Officer
- Navy Occupational Safety and Health (NAVOSH) program manager

Education

Leadership at the Flag Officer Level: 2011

National Defense University -

MBA: Strategic Leadership, 2010

Touro University International -

Command Master Chief/ Chief of the Boat: 2009

Navy War College -

Bachelor of Science: Health Care Administration, 2008

Touro University International -

Senior Enlisted Leadership: 2007

Navy Senior Enlisted Academy -

Accomplishments

- Active Top Secret (TS/SCI) clearance
- Summa Cum Laude Touro University International MBA
- Legion of Merit (Nations 6th highest award) for leadership at the National level
- Lean Six Sigma
- Various courses in leadership, medical, and process improvement
- Various other personal and campaign awards

Linda Vallere
[REDACTED]

EMPLOYMENT

August 2004 - present

**Prenatal Program Coordinator, White Mountain Community Health Center,
Conway, NH**

Coordinate work of a prenatal team including a nutritionist, a social worker and certified nurse midwives, to provide prenatal and postpartum care

February 2001 - present

**Medical Assistant for primary care, family planning, STD/HIV and prenatal programs,
White Mountain Community Health Center, Conway, NH**

Telephone triage, phlebotomy, patient preparation including brief history, height and weight, blood pressure, hemoglobin, urinalysis; order and keep inventory of all medical supplies and prescription medications, complete lab work

December 1987 - February 2001

Clinic Receptionist/Laboratory Assistant, Family Health Centre, Conway, NH

Telephone triage, schedule patient appointments, prepare charts, submit invoices to insurance companies, reconcile weekly deposits; phlebotomy, patient preparation including height and weight, blood pressure, hemoglobin, urinalysis; order and keep inventory of all medical supplies and prescription medications, complete lab work

September 1984 - December 1987

Lab Assistant, Androscoggin Valley Hospital, Berlin, NH

As a high school student worked as a housekeeper and later advanced to lab assistant; duties in the lab area included handling disposal of medical waste, sterilization of equipment and preparing specimens for transfer to other facilities

EDUCATION

2003 HIV counselor training course

1991-1993 annual continuing education conferences sponsored by JSI for Title X agency employees including Issues and Changes in Women's Health, Issues in Family Planning and CDC STD Update for non-medical staff

1991 phlebotomy training sponsored by PathLab, Inc.

1987 Berlin High School, Berlin, NH

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kimberly Bickford	Nurse	30,576.00	13	3,822.00
Deborah Cross	Family Practice APRN	63,048.00	14	8,866.00
Lisa Cushing	Physician Assistant	30,576.00	13	3,822.00
Julie Hill	Director of Operations	52,703.00	0	0
BethLynn Howard	Medical Assistant	28,810.00	7	2,057.00
Patricia Jacobson	Teen Clinic Coordinator	30,753.00	73.1	22,445.00
Kenneth Porter, Jr.	Executive Director	85,000.00	0	0
Linda Valliere	Prenatal Medical Assistant	28,810.00	7	2,057.00



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



LIA amended

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed \$2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	\$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	\$259,098
Coos County Family Health	Berlin, NH	155327-B001	\$157,270
Equality Health Center	Concord, NH	257562-B001	\$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	\$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	\$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	\$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	\$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	\$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	\$188,786
		Total:	\$2,915,402

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)

**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures 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. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) 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;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

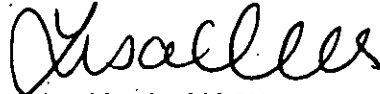
Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner

State of New Hampshire
 Department of Health and Human Services
 Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
 SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217

FAIN# FHPA016248

69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc.

Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			<i>Subtotal:</i>	\$341,236

Concord Hospital

Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$96,517
2019	102-500731	Contracts for Program Services	90080203	\$96,517
			<i>Subtotal:</i>	\$193,034

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$66,274
2019	102-500731	Contracts for Program Services	90080203	\$66,274
			<i>Subtotal:</i>	\$132,548

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$78,400
2019	102-500731	Contracts for Program Services	90080203	\$78,400
			<i>Subtotal:</i>	\$156,800

Joan G. Lovering Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$99,948
2019	102-500731	Contracts for Program Services	90080203	\$99,948
			<i>Subtotal:</i>	\$199,896

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$201,582
2019	102-500731	Contracts for Program Services	90080203	\$201,582
			<i>Subtotal:</i>	\$403,164

Manchester Community Health Center

Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$109,925
2019	102-500731	Contracts for Program Services	90080203	\$109,925
			<i>Subtotal:</i>	<i>\$219,850</i>

Mascoma Community Health Center

Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$77,382
2019	102-500731	Contracts for Program Services	90080203	\$77,382
			<i>Subtotal:</i>	<i>\$154,764</i>

White Mountain Community Health Center

Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$83,108
2019	102-500731	Contracts for Program Services	90080203	\$83,108
			<i>Subtotal:</i>	<i>\$166,216</i>

Planned Parenthood of Northern New England

Vendor ID #177528-R002

100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	\$274,000
2019	102-500731	Contracts for Program Services	90080213	\$274,000
			<i>Subtotal:</i>	<i>\$548,000</i>

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558

FAIN# 1701NHTANF

100% Federal Funds

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc.

Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$45,314
2019	502-500891	Payment for Providers	45030203	\$45,314
			<i>Subtotal:</i>	<i>\$90,628</i>

Concord Hospital

Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$33,032
2019	502-500891	Payment for Providers	45030203	\$33,032
			<i>Subtotal:</i>	<i>\$66,064</i>

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$12,361
2019	502-500891	Payment for Providers	45030203	\$12,361
			<i>Subtotal:</i>	\$24,722

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	\$23,000

Joan G. Lovering Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	\$23,000

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$29,719
2019	502-500891	Payment for Providers	45030203	\$29,719
			<i>Subtotal:</i>	\$59,438

Manchester Community Health Center

Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	\$45,236

Mascoma Community Health Center

Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	\$45,236

White Mountain Community Health Center

Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,285
2019	502-500891	Payment for Providers	45030203	\$11,285
			<i>Subtotal:</i>	\$22,570
			TOTAL:	\$2,915,402



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Family Planning Services

RFA-2018-DPHS-03-FAMIL

RFA Name

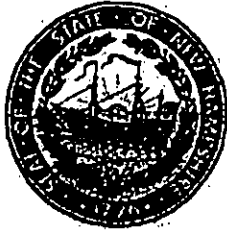
RFA Number

Reviewer Names

	Bidder Name
1.	Community Action Program Belknap-Merrimack Counties, Inc.
2.	Concord Hospital, Family Health Center
3.	Coos Co. Family Health
4.	Equality Health Center
5.	Joan G. Lovering Health Care
6.	Lamprey Health Care, Inc.
7.	Manchester Community Health Center
8.	Mascoma Community Health Care, Inc.
9.	Planned Parenthood of Northern New England
10.	White Mountain Community Health Center

Pass/Fail	Maximum Points	Actual Points
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0

1. **Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc**
2. **Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS**
3. **Sarah McPhee, Program Planner, Disease Control, DPHS**
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doit

Denis Goulet
 Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are retroactive (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

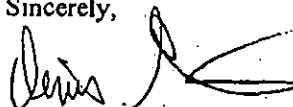
Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	\$431,864
Concord Hospital Family Health Center	\$259,098
Coos County Family Health	\$157,270
Equality Health Center	\$179,800
Joan G. Lovering Health Center	\$222,896
Lamprey Health Care	\$462,602
Manchester Community Health Center	\$265,086
Mascoma Community Health Care	\$200,000
Planned Parenthood of Northern New England	\$548,000
White Mountain Community Health Center	\$188,786
Total	\$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed \$2,915,402.00, nine (9) to be effective retroactive to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet". The signature is stylized with a large, sweeping flourish at the end.

Denis Goulet

DG/mh
DoIT #2018-001

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-10)

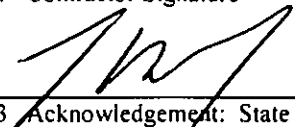
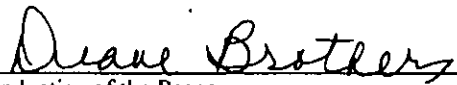

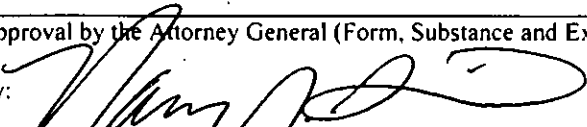
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name White Mountain Community Health Center		1.4 Contractor Address 298 White Mt. Hwy Conway, NH 03818	
1.5 Contractor Phone Number 603-447-8900 x321	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$188,786
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth Porter (EO)	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>October 11, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		DIANE BROTHERS, Notary Public My Commission Expires August 5, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Diane Brothers, Notary Public			
1.14 State Agency Signatory 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/30/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.



Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of five hundred seventy-five (575) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.



Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHSContractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 - BUDGET
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: MCH - Family Planning - SFY 18
(Name of RFP)

Budget Period: July 1, 2017 through June 30, 2018

Line Item	Original Budget	Change	Total Program Cost	Commodity	State Match	Funded by DHHH	Funded by Other	Total
1. Total Salary/Wages	\$ 101,474.00	\$ -	\$ 101,474.00	\$ 48,352.00	\$ -	\$ 48,352.00	\$ 53,122.00	\$ 101,474.00
2. Employee Benefits	\$ 20,627.00	\$ -	\$ 20,627.00	\$ 12,616.00	\$ -	\$ 12,616.00	\$ 8,011.00	\$ 20,627.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 601.00	\$ 601.00	\$ -	\$ 601.00	\$ 601.00	\$ -	\$ 601.00
Repair and Maintenance	\$ -	\$ 5,024.00	\$ 5,024.00	\$ -	\$ 5,024.00	\$ 5,024.00	\$ -	\$ 5,024.00
Purchase/Depreciation	\$ -	\$ 3,092.00	\$ 3,092.00	\$ -	\$ 3,092.00	\$ 3,092.00	\$ -	\$ 3,092.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ 731.00	\$ -	\$ 731.00	\$ (469.00)	\$ -	\$ (469.00)	\$ 1,200.00	\$ 731.00
Pharmacy	\$ 25,800.00	\$ -	\$ 25,800.00	\$ 12,300.00	\$ -	\$ 12,300.00	\$ 13,500.00	\$ 25,800.00
Medical	\$ -	\$ 1,268.00	\$ 1,268.00	\$ -	\$ 1,268.00	\$ 1,268.00	\$ -	\$ 1,268.00
Office	\$ -	\$ 1,332.00	\$ 1,332.00	\$ -	\$ 1,332.00	\$ 1,332.00	\$ -	\$ 1,332.00
6. Travel	\$ 480.00	\$ -	\$ 480.00	\$ 255.00	\$ -	\$ 255.00	\$ 225.00	\$ 480.00
7. Occupancy - Facility Cleaning/Maint	\$ -	\$ 2,334.00	\$ 2,334.00	\$ -	\$ 2,334.00	\$ 2,334.00	\$ -	\$ 2,334.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 1,117.00	\$ 1,117.00	\$ -	\$ 1,117.00	\$ 1,117.00	\$ -	\$ 1,117.00
Postage	\$ -	\$ 680.00	\$ 680.00	\$ -	\$ 680.00	\$ 680.00	\$ -	\$ 680.00
Subscriptions	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ 450.00
Audi and Legal	\$ -	\$ 2,867.00	\$ 2,867.00	\$ -	\$ 2,867.00	\$ 2,867.00	\$ -	\$ 2,867.00
Insurance	\$ -	\$ 3,995.00	\$ 3,995.00	\$ -	\$ 3,995.00	\$ 3,995.00	\$ -	\$ 3,995.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,282.00	\$ -	\$ 2,282.00	\$ 1,782.00	\$ -	\$ 1,782.00	\$ 500.00	\$ 2,282.00
11. Staff Education and Training	\$ 370.00	\$ -	\$ 370.00	\$ 270.00	\$ -	\$ 270.00	\$ 100.00	\$ 370.00
12. Subcontracts/Agreements	\$ 12,605.00	\$ -	\$ 12,605.00	\$ 6,805.00	\$ -	\$ 6,805.00	\$ 5,800.00	\$ 12,605.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Memberships	\$ 377.00	\$ -	\$ 377.00	\$ 377.00	\$ -	\$ 377.00	\$ -	\$ 377.00
On Call Services (Outside Supp Con	\$ -	\$ 389.00	\$ 389.00	\$ -	\$ 389.00	\$ 389.00	\$ -	\$ 389.00
TOTAL	\$ 166,196.00	\$ 22,699.00	\$ 188,895.00	\$ 82,888.00	\$ 22,699.00	\$ 105,589.00	\$ 83,108.00	\$ 188,895.00

Indirect As A Percent of Direct 13.7%

Initials: *LDV*
Date: *11/09/17*

Exhibit B-2 - BUDGET
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: White Mountain Community Health Center
 Budget Request for: MCH - Family Planning -TANF - SFY18
(Name of RFP)
 Budget Period: July 1, 2017 through June 30, 2018

Line Item	Direct	Indirect	Total	Contractor	Other	Month	Contractor	Other	Month	Contractor	Other	Month
1. Total Salary/Wages	\$ 8,310.00	\$ -	\$ 8,310.00							\$ 8,310.00	\$ -	\$ 8,310.00
2. Employee Benefits	\$ 831.00	\$ -	\$ 831.00							\$ 831.00	\$ -	\$ 831.00
3. Consultants	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Educational	\$ 100.00	\$ -	\$ 100.00							\$ 100.00	\$ -	\$ 100.00
Lab	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
6. Travel	\$ 480.00	\$ -	\$ 480.00							\$ 480.00	\$ -	\$ 480.00
7. Occupancy	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Telephone	\$ 720.00	\$ -	\$ 720.00							\$ 720.00	\$ -	\$ 720.00
Postage	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 844.00	\$ -	\$ 844.00							\$ 844.00	\$ -	\$ 844.00
11. Staff Education and Training	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
TOTAL	\$ 11,288.00	\$ -	\$ 11,288.00							\$ 11,288.00	\$ -	\$ 11,288.00

Indirect As A Percent of Direct

Initials: *10/17*
Date: *11/01/17*

Exhibit B-3 - BUDGET
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: MCH - Family Planning - SFY19
(Name of RFP)

Budget Period: July 1, 2018 through June 30, 2019

Line Item	Total Program Cost		Contractor Share / Match		Funded by Other Discretionary Funds				
	Direct and Indirect	Indirect	Direct	Indirect	Direct	Indirect			
1 Total Salary/Wages	\$ 101,474.00	\$ -	\$ 101,474.00	\$ 48,352.00	\$ -	\$ 48,352.00	\$ 53,122.00	\$ -	\$ 53,122.00
2 Employee Benefits	\$ 20,627.00	\$ -	\$ 20,627.00	\$ 12,816.00	\$ -	\$ 12,816.00	\$ 6,011.00	\$ -	\$ 6,011.00
3 Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 601.00	\$ 601.00	\$ -	\$ 601.00	\$ 601.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 5,024.00	\$ 5,024.00	\$ -	\$ 5,024.00	\$ 5,024.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ 3,092.00	\$ 3,092.00	\$ -	\$ 3,092.00	\$ 3,092.00	\$ -	\$ -	\$ -
5 Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ 731.00	\$ -	\$ 731.00	\$ (469.00)	\$ -	\$ (469.00)	\$ 1,200.00	\$ -	\$ 1,200.00
Pharmacy	\$ 25,800.00	\$ -	\$ 25,800.00	\$ 12,300.00	\$ -	\$ 12,300.00	\$ 13,500.00	\$ -	\$ 13,500.00
Medical	\$ -	\$ 1,268.00	\$ 1,268.00	\$ -	\$ 1,268.00	\$ 1,268.00	\$ -	\$ -	\$ -
Office	\$ -	\$ 1,332.00	\$ 1,332.00	\$ -	\$ 1,332.00	\$ 1,332.00	\$ -	\$ -	\$ -
6 Travel	\$ 480.00	\$ -	\$ 480.00	\$ 255.00	\$ -	\$ 255.00	\$ 225.00	\$ -	\$ 225.00
7 Occupancy - Facility Cleaning/Maint	\$ -	\$ 2,334.00	\$ 2,334.00	\$ -	\$ 2,334.00	\$ 2,334.00	\$ -	\$ -	\$ -
8 Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 1,117.00	\$ 1,117.00	\$ -	\$ 1,117.00	\$ 1,117.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 680.00	\$ 680.00	\$ -	\$ 680.00	\$ 680.00	\$ -	\$ -	\$ -
Subscriptions	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
Audit and Legal	\$ -	\$ 2,887.00	\$ 2,887.00	\$ -	\$ 2,887.00	\$ 2,887.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 3,995.00	\$ 3,995.00	\$ -	\$ 3,995.00	\$ 3,995.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 Marketing/Communications	\$ 2,282.00	\$ -	\$ 2,282.00	\$ 1,782.00	\$ -	\$ 1,782.00	\$ 500.00	\$ -	\$ 500.00
11 Staff Education and Training	\$ 370.00	\$ -	\$ 370.00	\$ 270.00	\$ -	\$ 270.00	\$ 100.00	\$ -	\$ 100.00
12 Subcontracts/Agreements	\$ 12,605.00	\$ -	\$ 12,605.00	\$ 6,805.00	\$ -	\$ 6,805.00	\$ 6,000.00	\$ -	\$ 6,000.00
13 Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Memberships	\$ 377.00	\$ -	\$ 377.00	\$ 377.00	\$ -	\$ 377.00	\$ -	\$ -	\$ -
On Call Services (Outside Supp Con	\$ -	\$ 389.00	\$ 389.00	\$ -	\$ 389.00	\$ 389.00	\$ -	\$ -	\$ -
TOTAL	\$ 168,196.00	\$ 22,899.00	\$ 187,895.00	\$ 82,088.00	\$ 22,899.00	\$ 104,787.00	\$ 83,108.00	\$ -	\$ 83,108.00

Indirect As A Percent of Direct 13.7%

Initials: *10/2*
Date: *11/02/17*

Exhibit B-4 - BUDGET
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: MCH - Family Planning - TANF - SFY18
(Name of PPA)

Budget Period: July 1, 2018 through June 30, 2019

Line Item	Total Program Cost		Construction		Funded by DHR	
	Amount	Percent	Amount	Percent	Amount	Percent
1. Total Salary/Wages	\$ 8,310.00		\$ 8,310.00		\$ 8,310.00	
2. Employee Benefits	\$ 831.00		\$ 831.00		\$ 831.00	
3. Consultants	\$ -		\$ -		\$ -	
4. Equipment	\$ -		\$ -		\$ -	
Rental	\$ -		\$ -		\$ -	
Repair and Maintenance	\$ -		\$ -		\$ -	
Purchase/Deprecation	\$ -		\$ -		\$ -	
5. Supplies	\$ 100.00		\$ 100.00		\$ 100.00	
Educational	\$ -		\$ -		\$ -	
Lab	\$ -		\$ -		\$ -	
Pharmacy	\$ -		\$ -		\$ -	
Medical	\$ -		\$ -		\$ -	
Office	\$ -		\$ -		\$ -	
6. Travel	\$ 480.00		\$ 480.00		\$ 480.00	
7. Occupancy	\$ -		\$ -		\$ -	
8. Current Expenses	\$ 720.00		\$ 720.00		\$ 720.00	
Telephone	\$ -		\$ -		\$ -	
Postage	\$ -		\$ -		\$ -	
Subscriptions	\$ -		\$ -		\$ -	
Audit and Legal	\$ -		\$ -		\$ -	
Insurance	\$ -		\$ -		\$ -	
Board Expenses	\$ -		\$ -		\$ -	
9. Software	\$ -		\$ -		\$ -	
10. Marketing/Communications	\$ 844.00		\$ 844.00		\$ 844.00	
11. Staff Education and Training	\$ -		\$ -		\$ -	
12. Subcontracts/Agreements	\$ -		\$ -		\$ -	
13. Other (specific details mandatory):	\$ -		\$ -		\$ -	
TOTAL	\$ 11,285.00		\$ 11,285.00		\$ 11,285.00	

Indirect As A Percent of Direct

Invoice # 100
Date 10 Oct 17



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:
 - 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
 - 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.
 - 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

JSB

11 OCT 17



Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

11 October 2017
Date

[Signature]
Name: Kenneth Porter (E.O.)
Title:



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

11 October 2010
Date

[Signature]
Name: Kenneth Porter
Title: (E.O.)



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11 OCT 17
Date

[Signature] (EO)
Name: Kenneth Porter
Title: (EO)



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Contractor Initials 109

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:

11 Oct 17
Date

TH Kenneth Porter (ED)
Name:
Title:

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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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:

11 Oct 17
Date

[Signature]
Name:
Title: Kenneth Porter
(EO)



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

10/27/17
Date

Kenneth Porter
Name of the Contractor

[Signature]
Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

11 OCT 17
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.


Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

11 Oct 17
Date


Name: Kenneth Porter
Title: (ED)



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 030049048
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: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
- 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

New Hampshire Department of Health and Human Services
Exhibit K



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.