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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 2, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

100% Federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a contract renew and amend option with Feminist Health Center of Portsmouth dba Joan G. Lovering Health Center, Purchase Order #1025600, Vendor # 175132-R001, 559 Portsmouth Avenue, Greenland, NH 03840, by increasing the Price Limitation by \$147,200 from \$149,000 to \$296,200 to provide Sexually Transmitted Disease testing and treatment, targeted Human Immunodeficiency Virus and Hepatitis C Virus counseling, testing and referral services, and extend the Completion Date from June 30, 2014 to June 30, 2016, effective July 1, 2014 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on August 8, 2012, Item #46.

Funds are available in the following accounts for SFY 2015, and are anticipated to be available in SFY 2016, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5189 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HIV/AIDS PREVENTION

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500734	Social Services Contract	90024000	74,500	0	74,500
SFY 2014	102-500734	Social Services Contract	90024000	74,500	0	74,500
SFY 2015	102-500731	Contracts for Prog Svc	90024000	0	63,600	63,600
SFY 2016	102-500731	Contracts for Prog Svc	90024000	0	63,600	63,600
			Sub Total	\$149,000	\$127,200	\$276,200

05-95-90-902510-2227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD PREVENTION

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2015	102-500731	Contracts for Prog Svc	90025000	0	10,000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90025000	0	10,000	10,000
			Sub Total	\$0	\$20,000	\$20,000
			Total	\$149,000	\$147,200	\$296,200

EXPLANATION

Funds in this extended agreement will be used to provide recruitment and testing services in two program areas: on-site sexually transmitted disease testing and treatment and off-site targeted Human Immunodeficiency Virus and Hepatitis C Virus counseling, testing and referral into medical care for those who test positive for the virus. The target population for on-site sexually transmitted disease services is sex and/or needle sharing partners of individuals who test positive for a sexually transmitted disease. Clients are seen in the agency setting and counseled, tested and provided with medications to treat their sexually transmitted disease. A minimum of 150 individuals will receive these services. The target populations for off-site targeted Human Immunodeficiency Virus and Hepatitis C Virus services are individuals at increased risk of infection who are not receiving routine medical care. Staff seek out these individuals in locations outside medical settings where they might gather informally. Staff provide counseling and rapid testing and refer them to medical settings if necessary. A minimum of 50 individuals will receive these services.

New Hampshire has experienced a relatively steady number of new Human Immunodeficiency Virus (HIV) infections. Approximately 60 new cases are reported annually with 40% of these cases receiving an Acquired Immune Deficiency Syndrome (AIDS) diagnosis within one year of receiving an initial HIV positive result. This 40% are individuals who have had the virus for a longer period of time and did not know it. The goal of this targeted testing approach is to identify high-risk individuals who have the virus and get them into medical care before their immune system is severely compromised. The Center for Disease Control has documented that getting infected individuals into medical care increases the individuals' health outcome and decreases the likelihood of the individual transmitting the virus to others.

In New Hampshire, 1,261 individuals are documented as living with HIV/AIDS as of December 2012. Demographically, people living with HIV/AIDS in New Hampshire are 76% male, 24% female, with the age group of 50 and older accounting for the majority of cases. African-Americans, who account for 1% of the state's population, represent 14% of the HIV cases; and Hispanics, who account for 3% of the state's population, represent 12% of the HIV cases. In risk categories, men who have sex with men account for almost half of the cases (48%), followed by those exposed through heterosexual contact (19%) and injection drug users (13%). This data demonstrates the disproportionate affect of HIV/AIDS on these communities, and justifies the need for targeted testing as a prevention strategy.

Should Governor and Executive Council not authorize this request the infection rates within these communities may increase. Individuals infected with these contagious illnesses burden the healthcare system by showing up in emergency rooms, being diagnosed very late in their infection and have a much higher likelihood of transmitting the infection to others. This may create a higher burden of disease and greater public health threat in New Hampshire.

The Feminist Health Center of Portsmouth, dba Joan G. Lovering Health Center was selected for these two program areas through two competitive bidding processes. The Request for Proposals for sexually transmitted disease testing in a medical setting was posted on the Department of Health and Human Services web site from December 1, 2011 through December 15, 2011 and a bidder's conference was held on December 8, 2011. The Request for Proposals for targeted Human Immunodeficiency Virus and Hepatitis C Virus counseling, testing and referral in a non-medical setting was posted on the Department's web site from December 15, 2011 through January 3, 2012 and a bidder's conference was held on December 21, 2011.

Three proposals were submitted in response to the Request for Proposals for sexually transmitted disease testing in a medical setting. Three Department of Health and Human Services and two external reviewers evaluated the three proposals. The five reviewers were chosen because they have between five to fifteen years experience managing agreements with vendors for various public health programs. Areas of specific expertise include sexually transmitted disease and Human Immunodeficiency Virus prevention, laboratory analysis and grants management. The reviewers based their evaluation criteria on agency capacity, plan of operation and budget information provided by the three bidders. The reviewers scored each proposal individually, then came together as a group to discuss and reach consensus on each of the proposals. The reviewers recommended funding all three proposals reviewed as they met the criteria put forth in the Request For Proposals. One proposal had a relatively lower score yet the reviewers felt the applicant demonstrated the ability to do quality work and recommended that the applicant take courses in grant writing. The Request for Proposals scoring summary is attached.

Seven proposals were submitted in response to the Request for Proposals for targeted Human Immunodeficiency Virus and Hepatitis C Virus counseling, testing and referral in a non-medical setting. Two Department of Health and Human Services and four external reviewers evaluated the seven proposals. The six reviewers were chosen because they have between three to twenty years expertise in the fields of sexually transmitted disease, HIV prevention, laboratory analysis, family planning, HIV medical care coordination and grants management. The reviewers based their evaluation criteria on agency capacity, plan of operation and budget information provided by the seven bidders. The reviewers scored each proposal individually, then came together as a group to discuss and reach consensus on each of the proposals. The reviewers recommended funding five of the seven proposals reviewed as they met the criteria put forth in the Request For Proposals. The two proposals the review committee did not recommend for funding have not been put forward. The Request for Proposals scoring summary is attached.

As referenced in the original letter approved by Governor and Council on August 8, 2012, Item #46, and in the Request for Proposal, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

The following performance measures, monitored through site visits and successfully met in the current agreement period, will continue to be used to measure the effectiveness of the agreement.

- Ninety percent of target population clients screened for Human Immunodeficiency Virus will receive their results within 30 days of test date.
- Ninety five percent of newly identified, confirmed Human Immunodeficiency Virus positive test results will be returned to clients within 30 days of test date.
- Ninety five percent of newly identified, confirmed Human Immunodeficiency Virus positive cases referred to medical care will attend their first medical appointment within ninety days of receiving the test result.
- Eighty percent of diagnosed Chlamydia cases among the Chlamydia target population will receive appropriate treatment within 14 days of specimen collection.
- Eighty percent of diagnosed Gonorrhea cases among the Gonorrhea target population will receive appropriate treatment within 14 days of specimen collection.
- Eighty percent of diagnosed Primary or Secondary Syphilis cases among the Syphilis target population will receive appropriate treatment within 14 days of specimen collection.
- Ninety five percent of newly identified Hepatitis C cases among the Hepatitis C target population will have a documented referral into medical care at time of diagnosis.

Area served: Rockingham County.

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by 
Nicholas A. Toumpas
Commissioner

**RFP 13-14 STD/HIV/HCV Clinical Services
External Review Summary**

Program Name	Infectious Disease - Prevention, Investigation and Care Section (ID-PICS)				
Contract Purpose	STD/HIV/HCV Clinical Services				
	Recommended For Funding		Not recommended For Funding - All proposals reviewed were recommended for funding		
	The RFP stated that three awards of \$60,000 per year would be offered. Three applicants applied for the three awards offered.				
RFP Criteria	Max Pts	Manchester Health Department Manchester, NH	City of Nashua, Public Health Department, Nashua, NH	Feminist Health Center of Portsmouth, dba Joan G. Lowering Health Center, Greenland, NH	
Agency Capacity	30	27.0	24.0	24.0	
Program Structure	50	39.0	40.0	35.0	
Budget & Justification	15	11.0	12.0	8.0	
Format	5	4.0	3.0	3.0	
Total	100	81.0	79.0	70.0	
Budget Requested					
SFY 13		\$60,000	\$60,000	\$60,000	
SFY 14		\$60,000	\$60,000	\$60,000	
Total Requested		\$120,000	\$120,000	\$120,000	
Budget Awarded					
SFY 13		\$60,000	\$60,000	\$60,000	
SFY 14		\$60,000	\$60,000	\$60,000	
Total Award		\$120,000	\$120,000	\$120,000	
RFP Reviewers	Job Title	Affiliation			Qualifications
Daniel Daltry	STD/HIV/HEP Administrator	Vermont Dept of Health			The five reviewers have between three and twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include STD and HIV prevention, Laboratory analysis, Infectious Disease emergency preparedness, HIV medical care coordination, and grants management.
Sarah Bennett	STD/HIV Partner Services Coordinator	Maine Dept of Health			
Heather Barro	Emergency Preparedness Program Manager	NH DPHS BIDC			
Carol Loring	Virology Supervisor	NH Public Health Lab			
Sarah McPhee	HIV Care Services Program Manager	NH DPHS ID-PICS			

**HIV/HCV Targeted Testing
External Review Summary**

Program Name		Infectious Disease - Prevention, Investigation and Care Section (ID-PICS)										
Contract Purpose		STD/HIV/HCV Targeted Testing										
		Recommended For Funding					Not Recommended For Funding					
		The RFP stated that five awards of \$14,500 per year would be offered. Seven applicant applied for the five awards offered.										
	Max Pts	Community Action Program Belknap - Merrimack Counties Concord, NH	Manchester Health Department Manchester, NH	City of Nashua, Public Health Department Nashua, NH	NH Minority Health Coalition Manchester, NH	Feminist Health Center of Portsmouth, dba Joan G. Loring Health Center, Greenland, NH	Child and Family Service of NH	HIV/HCV Resource Center, Lebanon, NH				
RFP Criteria												
Agency Capacity	30	27.0	27.0	27.0	24.0	26.0	22.0	23.0				
Program Structure	50	48.0	41.0	41.0	39.0	36.0	33.0	28.0				
Budget & Justification	15	11.0	11.0	11.0	10.0	11.0	9.0	9.0				
Format	5	5.0	5.0	5.0	4.0	4.0	5.0	4.0				
Total	100	91.0	84.0	84.0	77.0	77.0	69.0	64.0				
Budget Requested												
SFY 13		\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500				
SFY 14		\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500				
Total Requested		\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000				
Budget Awarded												
SFY 13		\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$0	\$0				
SFY 14		\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$0	\$0				
Total Award		\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$0	\$0				
RFP Reviewers												
	Job Title	Affiliation										
Jean Adie	HIV Prevention Program Manager	So. NH HIV/AIDS Task Force										
Drew Thomits	Public Health liason	Orasure Technologies										
Kathy Desilets	Region One Project Officer-Boston	Office the Assistant Secretary Of Health - US DHHS										
Patricia Jackson	Hepatitis Coordinator	NH DPHS ID-PICS										
Michele Ricco	Family Planning Program Manager	NH DPHS- Family Planning Program										
Kelly Hobbs	Licensed Alcohol Drug Counselor	Hobbs Counseling Services										
		Qualifications										
		The six reviewers have between three and twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include STD and HIV prevention, substance abuse services, Family Planning services, and grants management.										



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Feminist Health Center of Portsmouth, dba Joan G. Lovering Health Center**

This 1st Amendment to the Feminist Health Center of Portsmouth, dba Joan G. Lovering Health Center, contract (hereinafter referred to as "Amendment One") dated this 2nd day of MAY, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Feminist Health Center of Portsmouth, dba Joan G. Lovering Health Center, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 559 Portsmouth Avenue, Greenland, New Hampshire 03840.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 8, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the Department desires to amend the agreement by extending the completion date and increasing the price limitation.

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

To amend as follows:

- Form P-37, to change:
Block 1.7 to read: June 30, 2016
Block 1.8 to read: \$296,200
- Exhibit A, Scope of Services to add:
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:

The contract price shall increase by \$73,600 for SFY 2015, and by \$73,600 for SFY 2016.

Paragraph 1.2 to Paragraph 1:

Funding is available as follows:



New Hampshire Department of Health and Human Services

- \$127,200 from 05-95-90-902510-5189-102-500731, 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.940, Federal Award Identification Number (FAIN), U62PS003655, for HIV prevention services.
- \$20,000 from 05-95-90-902510-2227-102-500731, 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.977, Federal Award Identification Number (FAIN), H25PS004339, for STD prevention services.

Delete Paragraph 6

Replace with:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:
Exhibit B-1 (2015) - Amendment 1
Exhibit B-1 (2016) - Amendment 1

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

5/16/14
Date

[Signature]
Brook Dupee
Bureau Chief

Feminist Health Center of Portsmouth, dba Joan G.
Lovering Health Center

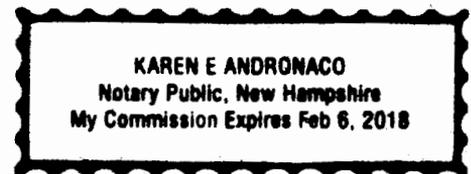
5/2/14
Date

[Signature]
Name: Linda Griebisch
Title: Executive Director

Acknowledgement:

State of NH, County of Rockingham on May 2, 2014 before the undersigned officer, personally appeared ~~the person~~ identified 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



Karen Andronaco / Asst. Branch Mgr.
Name and Title of Notary or Justice of the Peace



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

OFFICE OF THE ATTORNEY GENERAL

5/20/14
Date

Amanda C. Godlewski
Name: Amanda C. Godlewski
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. Project Description

On behalf of the New Hampshire Department of Health and Human Services (NH DHHS), Division of Public Health Services (DPHS), Bureau of Infectious Disease Control (BIDC), the Feminist Health Center of Portsmouth d/b/a Joan G. Lovering Health Center will provide Sexually Transmitted Disease (STD) Testing and Treatment, Human Immunodeficiency Virus (HIV)/Hepatitis C Virus (HCV) Counseling, Testing and Referral in a healthcare setting (STD/HIV/HCV Clinical Services) and Targeted HIV/HCV Counseling, Testing and Referral in a non-healthcare setting (Targeted HIV/HCV Testing).

2. Required Activities

2.1. Required STD/HIV/HCV Clinical Services Activities

1. Provide voluntary, confidential HIV and HCV Counseling, Testing and Referral Services utilizing rapid testing technology as the primary means of specimen collection, and STD testing and treatment in accordance with Centers for Disease Control and Prevention (CDC) treatment guidelines for syphilis, gonorrhea and chlamydia to priority populations at increased risk of infections as defined by the DPHS.
2. Accept referrals and offer timely HIV testing of all active or ongoing TB disease investigation clients referred by DPHS.
3. Submit within thirty days of award and on an annual basis, a reasonable fee scale for clients who fall outside the prioritized risk populations as defined by DPHS, who request testing. This fee scale shall include an itemized cost for an office visit and screening for each of the following: HIV, HCV, syphilis, gonorrhea and chlamydia.
4. Submit within thirty days of award and review on an annual basis, a protocol that documents how the agency will procure, store, dispense and track STD medications to ensure compliance with the CDC STD treatment guidelines for the treatment of syphilis, gonorrhea and chlamydia. This protocol shall include the process for injectable medications required for treatment.

2.2. Required Targeted HIV/HCV Testing Activities

1. Provide voluntary, confidential HIV Counseling, Testing and Referral Services; utilizing rapid testing technology as the primary means of specimen collection to the following priority populations identified to be at increased risk of HIV infection:
 - a. Sex and needle sharing partners of people living with HIV.
 - b. Men who have sex with men who have engaged in unprotected sex in the previous 12 months
 - c. Black or Hispanic women
 - d. Individuals who have shared needles for injection drug use in the previous 12 months
 - e. Individuals who are incarcerated.

LL



Exhibit A – Amendment 1

2. Provide voluntary, confidential HCV Counseling, Testing and Referral Services; utilizing rapid testing technology as the primary means of specimen collection to the following priority population identified to be at increased risk of HCV infection
 - a. Individuals who are currently or have in the past shared needles for injection drug use
 - b. Individuals who are incarcerated
3. Submit within thirty days of award and review on an annual basis, a recruitment plan detailing how the agency will access each of the priority populations listed in numbers one and two above.

2.3. Patient Follow-up for STD/HIV/HCV Clinical Services and HIV/HCV Targeted Testing

1. Notify the DPHS of all HIV preliminary positive test results no later than 4 PM the next business day.
2. Assure the DPHS staff has access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and /or needle sharing partners.
3. Assist the DPHS staff in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The interview period for each disease is specified in the protocols developed by the CDC Partner Services Guidelines. Information gathered will be provided to the DPHS no later than the next business day.
4. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HIV positive clients into medical care. This outline should include the steps the agency will take to document a clients has attended their first medical appointment with a HIV medical care provider.
5. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HCV positive clients into medical care. This outline should include the steps the agency will take to document a clients has attended their first medical appointment with a HCV medical care provider.
6. Submit within thirty days of award a document that captures the risk-screening process the agency will use to ensure services are being offered to the at risk populations as defined by the DPHS or supported by other funding sources.
7. Submit specimens being sent to the NH Public Health Laboratories within 72 hours of specimen collection.

2.4. Numbers Served

1. STD/HIV/HCV Clinical Services will be provided to a minimum of 150 individuals and a minimum of one newly diagnosed HIV case will be identified per year.
2. Targeted HIV/HCV Testing Services will be provided to a minimum of 50 individuals and a minimum of one newly diagnosed HIV case will be identified per year.

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Exhibit A – Amendment 1

3. Compliance and Reporting Requirements

3.1. Compliance Requirements

1. Comply with the DPHS security and confidentiality guidelines related to all protected health information.
2. Identify one staff person as the agency staff person to serve as the DPHS point of contact. This individual will be responsible for ensuring all required reporting is timely and complete and will respond to any DPHS staff inquiries.
3. Maintain ongoing medical records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the DPHS upon request.
4. Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

3.2 Reporting Requirements

1. Properly complete and submit all required documentation on appropriate forms supplied by the DPHS for each client supported by these funds. This includes submitting all client visit and testing data collection forms within 30 days of specimen collection.

4. Performance Measures

Performance Measure #1

To ensure that clients who are tested for HIV receive their results in an appropriate timeframe.

Target: 90% of HIV tests results performed on the HIV Target Population will be returned to clients within 30 days of testing date.

Numerator- The number of HIV test results among the clients that fall within the HIV target population returned within 30 days of the test date.

Denominator- The number of HIV tests performed on clients that fall within the HIV target population.

Performance Measure #2

To ensure that newly identified HIV positive cases receive their test results in an appropriate timeframe.

Measure: 95% of newly identified, confirmed HIV positive test results will be returned to clients within 30 days.

Numerator- The number of newly identified, confirmed HIV positive test results returned to clients within 30 days of the test date.

Denominator- The number of newly identified, confirmed HIV positive test results.

Performance Measure #3

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Exhibit A – Amendment 1

To ensure that newly identified HIV positive cases receive timely access to appropriate medical care services.

Target: 95% of newly identified HIV positive cases referred to medical care will attend their first medical appointment within 90 days of receiving a positive test result

Numerator- The number of newly identified HIV positive cases referred to medical care that attend their first medical appointment within 90 days of receiving a positive test result.

Denominator- The number of newly identified HIV positive cases that are referred to medical care services.

Performance Measure #4

To ensure appropriate and timely treatment for Chlamydia infection.

Target: 80% of diagnosed Chlamydia cases among the STD Target Population will receive appropriate treatment within 14 days of specimen collection.

Numerator- The number of clients within the STD Target Population with a diagnosis of Chlamydia that received appropriate treatment within 14 days of specimen collection.

Denominator- The number of clients that fall within the STD target population with a diagnosis of Chlamydia.

Performance Measure #5

To ensure appropriate and timely treatment for Gonorrhea infection.

Target: 80% of diagnosed Gonorrhea cases among the STD Target Population will receive appropriate treatment within 14 days of specimen collection.

Numerator- The number of clients within the STD Target Population with a diagnosis of Gonorrhea that received appropriate treatment within 14 days of specimen collection.

Denominator- The number of clients that fall within the STD Target Population with a diagnosis of Gonorrhea.

Performance Measure #6

To ensure appropriate and timely treatment for Primary and Secondary Syphilis infection.

Target: 80% of diagnosed Primary or Secondary Syphilis cases among the STD Target Population will receive appropriate treatment within 14 days of specimen collection.

Numerator- The number of clients within the STD Target Population with a diagnosis of Primary or Secondary Syphilis that received appropriate treatment within 14 days of specimen collection.

Denominator- The number of clients that fall within the STD Target Population with a diagnosis of Primary or Secondary Syphilis.

Performance Measure #7

Handwritten initials, possibly 'JH', in black ink.

05/02/2014



Exhibit A – Amendment 1

To ensure that newly identified HCV cases receive timely referral to appropriate medical care services.

Target: 95% of newly identified HCV cases among the HCV Target Population will have a documented referral to medical care at time of diagnosis.

Numerator- The number of newly identified HCV positive cases that fall within the HCV Target referred to medical care at time of diagnosis.

Denominator- The number of newly identified HCV positive cases that fall within the HCV Target Population.

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Exhibit B-1 (2015) - Amendment 1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Feminist Health Center of Portsmouth dba Joan G

STD/HIV/HCV Clinical Services & Targeted
Budget Request for: Testing

(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct (Funding)	Indirect (Fees)	Total	Allocation Method for Indirect (Fees) Cost
1. Total Salary/Wages	\$ 48,117.00	\$ -	\$ 48,117.00	
2. Employee Benefits	\$ 3,781.00	\$ -	\$ 3,781.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 3,200.00	\$ 6,386.00	\$ 9,586.00	Indirect is 1/3 of supply cost (\$32,000/3=\$10,667) because STD program is 1/3 of patient volume. Indirect is capped at 9.5% of total contract award: (\$67,214 x 9.5% = \$6386)
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 450.00	\$ -	\$ 450.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 6,096.00	\$ -	\$ 6,096.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Licensing	\$ 325.00	\$ -	\$ 325.00	
Van	\$ 5,245.00	\$ -	\$ 5,245.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 67,214.00	\$ 6,386.00	\$ 73,600.00	

Indirect As A Percent of Direct

9.5%

Contractor Initials: *LG*

Date: 05/02/2014

**Exhibit B-1 (2016) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Feminist Health Center of Portsmouth dba Joan G I

Budget Request for: STD/HIV/HCV Clinical Services & Targeted Testing
(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect	Total	Allocation Method for Indirect Cost
1. Total Salary/Wages	\$ 48,117.00	\$ -	\$ 48,117.00	
2. Employee Benefits	\$ 3,781.00	\$ -	\$ 3,781.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 3,200.00	\$ 6,386.00	\$ 9,586.00	Indirect is 1/3 of supply cost (\$32,000/3=\$10,667) because STD program is 1/3 of patient volume. Indirect is capped at 9.5% of total contract award: (\$67,214 x 9.5% = \$6386)
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 450.00	\$ -	\$ 450.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 6,096.00	\$ -	\$ 6,096.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Licensing	\$ 325.00	\$ -	\$ 325.00	
Van	\$ 5,245.00	\$ -	\$ 5,245.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 67,214.00	\$ 6,386.00	\$ 73,600.00	

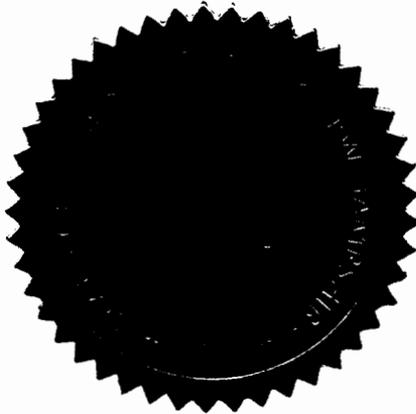
Indirect As A Percent of Direct

9.5%

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 formed October 31, 1984. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of April A.D. 2014

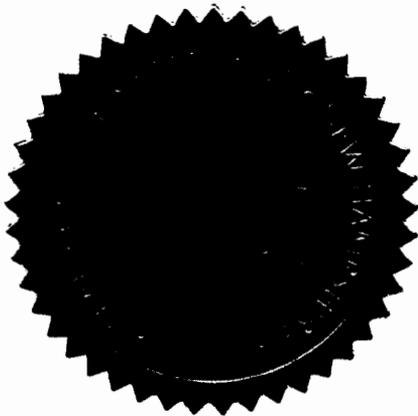
A handwritten signature in black ink, appearing to read "William M. Gardner".

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 on January 4, 2011 and that FEMINIST HEALTH CENTER OF PORTSMOUTH, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April, A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE/AUTHORITY

I, Michael Murphy of the Feminist Health Center of Portsmouth, Inc d/b/a Joan G. Lovering Health Center do hereby certify that:

- 1. I am the duly elected Treasurer of the Feminist Health Center of Portsmouth, Inc. d/b/a Joan G. Lovering Health Center;
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Feminist Health Center of Portsmouth, Inc.d/b/a Joan G. Lovering Health Center, duly held on February 8, 2011;

RESOLVED: That the Feminist Health Center of Portsmouth, Inc. d/b/a Joan G. Lovering Health Center may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of the Feminist Health Center of Portsmouth, Inc. d/b/a/ Joan G Lovering Health Center to enter into said contracts 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. Linda Griebisch is the duly elected Executive Director of the corporation.

- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 6th 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the corporation this 2nd day of May 2014.

Michael Murphy

Michael Murphy, Treasurer

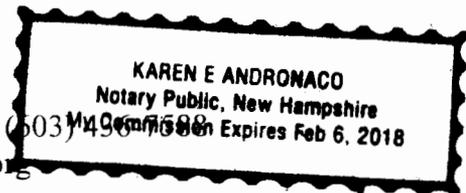
STATE OF NH
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 2nd day of May 2014 by Michael Murphy.

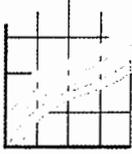
Karen Andronaco

Notary Public/Justice of the Peace

My Commission Expires: 2/6/2018



FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Financial Statements
For the Year Ended December 31, 2013



Murphy, Powers & Wilson

Certified Public Accountants, P.C.

Michael J. Murphy, CPA
William R. Powers, CPA
Daniel E. Wilson, CPA

Thomas J. Bridge, CPA (Retired)

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Board of Trustees of
Feminist Health Center of Portsmouth, Inc.

We have compiled the accompanying statement of financial position of Feminist Health Center of Portsmouth, Inc. (*a nonprofit organization*) as of December 31, 2013, and the related statements of activities and cash flows for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

We are not independent with respect to Feminist Health Center of Portsmouth, Inc.

Murphy, Powers + Wilson CPA's P.C.

Hampton, New Hampshire
May 3, 2014

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Board of Trustees of
Feminist Health Center of Portsmouth, Inc.

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We are not independent with respect to Feminist Health Center of Portsmouth, Inc.

Hampton, New Hampshire
May 3, 2014

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Financial Position
As at December 31, 2013

ASSETS

CURRENT ASSETS

Cash	\$ 14,889
Accounts receivable	14,974
Prepaid expense	<u>11,171</u>
Total current assets	<u>41,034</u>

PROPERTY AND EQUIPMENT, NET

141,626

OTHER ASSETS

Cash restricted Capital Campaign	53,098
Promises to give	<u>7,500</u>
	<u>60,598</u>

TOTAL ASSETS

\$243,258

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 25,433
Accrued expenses	4,972
Mortgage payable	3,899
Line of credit	5,000
Note payable, other	<u>14,700</u>
Total current liabilities	54,004

LONG-TERM LIABILITIES

Mortgage payable, less current	<u>118,313</u>
Total liabilities	<u>172,314</u>

NET ASSETS

Unrestricted	2,823
Temporarily Restricted Capital Campaign	<u>68,118</u>
	<u>70,941</u>

TOTAL LIABILITIES AND NET ASSETS

\$243,258

**FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER**

Statement of Activities
As at December 31, 2013

SUPPORT AND REVENUE

Services provided	\$290,075
Medical supplies	18,025
Grants	70,791
Donations	25,402
Fundraising	39,371
Interest income	<u>21</u>
Total support and revenue	<u>443,685</u>

EXPENSES

Program expenses	
Salaries and wages	253,821
Physician fees	24,425
Clinical services	18,940
Payroll taxes	19,985
Depreciation	12,486
Utilities	9,955
Repairs and maintenance	7,557
Telephone	2,371
Office supplies and postage	5,581
Medical supplies	29,108
Contraceptive supplies	2,620
Insurance	18,729
Legal	2,261
Bookkeeping fees	4,186
Consult	3,525
Employee benefits	19,931
Advertising	4,458
Auxiliary services	12,301
Development	2,857
Credit card fees	2,982
Memberships	1,188
Printing	55
Interest expense	8,128
Lab expense	9,783
Pharmacy	338
Dues and subscriptions	532
Equipment rental	2,343
Fundraising	19,539
Regulatory fees	2,916
Outreach van	5,041
Bank charges	233
Bad debts and insurance allowances	21,808
Miscellaneous	<u>-669</u>
Total expenses	<u>529,404</u>
Operating loss	-85,719
Other Income and Expense	
Capital Campaign Funding	66,368
Insurance claim	21,907
NH MMJUA Settlement	71,818
Capital Campaign expense	<u>-684</u>
Total Other Income and Expense	<u>159,409</u>
Change in net assets	<u>73,690</u>
NET ASSETS, BEGINNING OF YEAR	<u>-2,749</u>
NET ASSETS, END OF YEAR	<u>\$ 70,941</u>

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Cash Flows
For the Year Ended December 31, 2013

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$73,690
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	12,486
Accounts receivable	13,489
Prepaid expenses	-388
Promises to give	-7,500
Accounts payable	-6,961
Accrued expenses	<u>701</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>85,517</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
New building addition	<u>-7,520</u>
NET CASH USED BY INVESTING ACTIVITIES	<u>-7,520</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Mortgage payable, net	-4,566
Line of credit, net	-4,495
Bank loan, net	<u>-2,614</u>
NET CASH USED BY FINANCING ACTIVITIES	<u>-11,675</u>
NET INCREASE IN CASH	66,322
CASH AT BEGINNING OF YEAR	<u>1,665</u>
CASH AT END OF YEAR	<u>\$ 67,987</u>

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER

Notes to Financial Statements

December 31, 2013

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 2013, 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 2011, 2012 and 2013 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. Promises to give of \$7,500 restricted to the Capital Campaign.

Contributed Services

During the year ended December 31, 2013, 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, 2013

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 \$12,486.

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. The Organization had \$68,118 in temporarily restricted net assets from the Capital Campaign.

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	216,807
Medical equipment	62,051
Office equipment	23,764
Furniture and fixtures	12,546
New building addition	<u>7,520</u>
	529,590
Less Accumulated depreciation	<u>387,964</u>
	\$141,626

NOTE 3 MORTGAGE PAYABLE

Mortgage payable, \$122,212, (\$3,899 due within one year) represents a mortgage due Optima Bank with a rate of 4.99%. The mortgage is secured by property.

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Notes to Financial Statements
December 31, 2013
Continued

NOTE 4 LINE OF CREDIT

Line of credit, \$5,000, represents a line of credit due Optima Bank at prevailing market rates.

NOTE 5 NOTE PAYABLE, OTHER

Note payable, other, \$14,700, represents a short term loan from an individual.

NOTE 6 INTEREST EXPENSE

The Organization paid \$8,128 in interest expense during the year ended December 31, 2013. No interest was capitalized during the year.

NOTE 7 EVALUATION OF SUBSEQUENT EVENTS

Feminist Health Center of Portsmouth, Inc. has evaluated all subsequent events through May 5, 2014, 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.



Joan G. Lovering
Health Center

Dedicated to choice & sexual health

Mission

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
Board Members and Officers of the Corporation
February 2014

Dawn Zitney – Chair
Kathleen Hofer – Vice Chair
Jennie Schwartz, RN – Secretary
Michael Murphy, CPA – Treasurer

Annie Craig, RN
Chris Duffy
Kelly McGahie
Alice Passer, MD
Dave Taylor

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Feminist Health Center of Portsmouth dba Joan G Loving Health Center

Name of Bureau/Section: Infectious Disease Prevention, Investigation, & Care Services Section

				AMOUNT PAID FROM THIS CONTRACT
Linda Griebisch	Executive Director	\$63,000	0.00%	\$0.00
Brigit Ordway	Program Director	\$47,258	80.00%	\$37,806.40
Donna Denny	RN/Lab (.125 FTE)	\$10,350	40.00%	\$4,140.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$41,946.40

				AMOUNT PAID FROM THIS CONTRACT
Linda Griebisch	Executive Director	\$63,000	0.00%	\$0.00
Brigit Ordway	Program Director	\$47,258	80.00%	\$37,806.40
Donna Denny	RN/Lab (.125 FTE)	\$10,350	40.00%	\$4,140.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$41,946.40

Work history of Linda Griebisch

- Executive Director, Feminist Health Center of Portsmouth dba Joan G. Lovering Health Center

I worked on stopping domestic violence and sexual assault for 18 years at Sexual Assault Support Services, A Safe Place and the NH Coalition Against Domestic and Sexual Violence from 1989 to 2006, not including the 7 years I was the chair of the Women's Resource Center Board.

I have worked for women's right to meaningful and complete reproductive health care, through two clinics in Boston, both in management positions, one group in Southern Maine as ED, NARAL-NH Chair of Choice Chocolate 3 years, the Reproductive Rights Coalition and of course, the Feminist Health Centers for a total 23 years.

In 1980 I was hired to work at the health center and was a director for five years. I resigned from that position and stayed on as a consultant, to help the center relocate and to start a fundraising program, until 1987. During that time I was the board chair for the Women's Resource Center, now SASS, for 7 years. After leaving FHC-P, I began work with A Safe Place, as CFO/CEO and stayed there for 6 years, when I was asked by the NH Coalition to help shepherd the new domestic violence bill through the legislature. That led to a job as the policy director in 1996 and I was there for 10 years. The commute was increasingly difficult and when a position opened for the executive director of the health center in fall of 2006, I applied and was hired. This is my current position.

In addition to my career related jobs, I also was a NH legislator from 1989 to 1991 and Director of the Somersworth Children's Festival. I have been involved with many political campaigns and have good working relationships with officials on every level of government, in both parties.

For eight years, I was the Chair of the NH Guardian ad Litem Certification Board, ushering it from legislation through initial structure and growth to the functioning unit it is today. This involved administrative rulemaking, setting up all the policies and procedures of the board.

Finally, I have been honored to receive the Marilla Ricker Award from NH NOW in 2004 and to be the first recipient of the Seacoast Porch Light Award in 2005.

I am happy to fill in any gaps or answer any questions about my professional history.

Brigit Ordway

SUMMARY OF PROFESSIONAL QUALIFICATIONS:

- Champion Choice Award Recipient (2000) - National Abortion and Reproductive Rights Action League (NARAL)
- Circle of Honor Award Recipient (2000) - Berwick Academy
- Red Ribbon Award Recipient (1999) - Granite State AIDS Consortium
- Disease Intervention Specialist trained by Center for Disease Control (CDC)
- State of New Hampshire HIV/AIDS Counselor
- Member of the Feminist Health Center of Portsmouth Speakers Bureau
- CPR Certified

Feminist Health Center of Portsmouth, Inc., Greenland, NH 03840

(January 1995 - Present)

Director of STD/HIV and Outreach Services - (June 2000 - Present) - Promoted to position. Responsible for providing administrative and direct service supervision for all STD/HIV and client outreach care. Member of the management team in promoting education, outreach and excellent health care services. Program Coordinator for State of New Hampshire STD/HIV grant cycle. Alternate spokesperson for Center during Executive Director's absence. Member of the Clinical Quality Assurance Committee. Manage several key fundraising events for Center. Responsible for agency coalition building.

Development Outreach Coordinator - (January 1995-Present) - Responsible for all major fundraising events and direct solicitation. Managed all volunteers and community fund raising board. Core staff member with all direct services available at the Center. Public speaker on the following topics: STD/HIV, Feminism, Gynecological Care, Family Planning Options, Pregnancy Options Counseling, Legislative Process, Abortion Care Services, Pro-choice Platform, Contraception, Barrier Methods, and the History of the Feminist Health Center of Portsmouth.

Outreach Healthworker - (December 1986- July 1992)- Responsible for various aspects of the reproductive health clinic. Duties included: STD/HIV counseling, pregnancy options counseling; patient advocacy; receptionist duties; public relations and maintaining volunteer database. Key staff member in providing written and verbal testimony to legislation. Organized volunteers to assist with all bulk mailings.

Granite State Coalition, Concord, NH

(April 1992-May 1994)

Executive Director - Directed an electoral coalition of twenty diverse organizations. Responsible for delegating to a thirty member board all functions related to fundraising events. Handle all human resource functions. Created and published a detailed report on Money in Politics in New Hampshire. Developed a detail campaign plan. Networked with legislators from both parties to write and pass legislative bills.

McEachern for Governor Campaign, Manchester, NH (August 1986 - November 1986)

Strafford County Field Coordinator - Responsible for training and organizing door-to-door field canvassers. Arranged volunteers for multiple phone banks and rallies.

League of Conservation Voters, Portsmouth, NH (December 1985 - March 1986)

Field Canvasser and New England Phone Bank Director - Responsible for all human resource functions related to hiring, training and directing field canvassers. Managed a six member staff to do fundraising and public education on environmental concerns.

Dudley Dudley for Congress Campaign, Manchester, NH (January 1984 - November 1984)

Field Coordinator - Organized all scheduling events for candidate appearance. Assisted in developing a campaign strategy. Member of a team of skilled fundraisers involved in securing funds for major election. Attended various events as a public speaker on behalf of the candidate.

EDUCATION: University of New Hampshire, Durham, New Hampshire
Berwick Academy

COMPUTER EXPERIENCE: Microsoft Office, Internet, MyMail List Software,
WordPerfect, and State of New Hampshire Statistical software.

CIVIC INVOLVEMENT:

1999 *Board Member, New Hampshire Fund for Choice*
1998-1999 *Outreach Counselor, AIDS Response Seacoast and Manchester Department of Health & Human Services*
1995-pres *Trauma Intervention Volunteer, Advisory Board Member*
Joan Ellis Victims' Assistance Network (Victims', Inc.);
1998-pres *President, Alumni Council Member (1995-Present); Berwick Academy*
1988 *Board Chair, National Abortion and Reproductive Rights Action League (NARAL) New Hampshire*
1986-1992 *Member, Board of Directors, NARAL*
1987-1992 *Co-President, Granite State Coalition*
1986 *Outstanding Young Women of America Recipient*

Donna Denny

Resume

2008 – Present Joan G. Lovering Health Center
Staff Nurse, Assistant Director HIV/STI Services

2004-2008 Feminist Health Center of Portsmouth
Health worker (reactivating nursing license)

1997-2003 Premier Marketing
Executive Assistant, Human Resources Manager

1990-1997 Registered Nurse Feminist Health Center of Portsmouth
Laboratory Director, STD/HIV Lab and Counseling
Abortion Services Coordinator

Education:

1980- Associate Degree, Liberal Arts

1981 Diploma LPN Orange Coast College

1982 Oral Surgery Assistant and Scrub Tech License USC

1990 Associate Degree Great Bay College

SPO
Ba



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4502 1-800-852-3345 Ext. 4502
Fax: 603-271-4934 TDD Access: 1-800-735-2964



June 12, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

G&C Approval Date: 8-8-12
G&C Item # 46

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, Infectious Disease Prevention, Investigation and Care Section to enter into an agreement with the Feminist Health Center of Portsmouth, dba Joan G. Lovering Health Center (Vendor #175132-R001), 559 Portsmouth Avenue, Greenland, NH 03840 to provide Sexually Transmitted Disease testing and treatment, targeted Human Immunodeficiency Virus and Hepatitis C Virus counseling, testing and referral services, to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2014, in an amount not to exceed \$149,000. Funds are available in the following accounts for SFY 2013 and are anticipated to be available in SFY 2014 depending on the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-90-902510-5189 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HIV/AIDS PREVENTION

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Social Services Contract	90024000	74,500
SFY 2014	102-500734	Social Services Contract	90024000	74,500
			Total	\$149,000

EXPLANATION

Funds in this agreement will be used to provide recruitment and testing services in two program areas: on-site sexually transmitted disease testing and treatment and off-site targeted Human Immunodeficiency Virus and Hepatitis C Virus counseling, testing and referral into medical care for those who test positive for the virus. The target population for on-site sexually transmitted disease services is sex and/or needle sharing partners of individuals who test positive for a sexually transmitted disease. Clients are seen in the agency setting and counseled, tested and provided with medications to treat their sexually transmitted disease. A minimum of 150 individuals will receive these services. The target populations for off-site targeted Human Immunodeficiency Virus and Hepatitis C Virus services are individuals at increased risk of infection who are not receiving routine medical care. Staff seek out these individuals in locations outside medical settings where they might gather informally. Staff provide counseling and rapid testing and refer them to medical settings if necessary. A minimum of 50 individuals will receive these services.

New Hampshire has experienced a relatively steady number of new Human Immunodeficiency Virus (HIV) infections. Approximately 60 new cases are reported annually with 40% of these cases receiving an Acquired Immune Deficiency Syndrome (AIDS) diagnosis within one year of receiving an initial HIV positive result. This 40% are individuals who have had the virus for a longer period of time and did not know it. The goal of this targeted testing approach is to identify high-risk individuals who have the virus and get them into medical care before their immune system is severely compromised. The Center for Disease Control has documented that getting infected individuals into medical care increases the individuals' health outcome and decreases the likelihood of the individual transmitting the virus to others.

In New Hampshire, 1264 individuals are documented as living with HIV/AIDS as of December 2010. The demographic and risk breakdown of people living with HIV/AIDS in NH is 77% male, 23% female, with the age group of 45-49 accounting for the majority of cases. Blacks account for 1% of the state's population yet are 12% of the state's HIV cases, and Hispanics account for 3% of the state's population yet are 11% of the state's HIV cases. In risk categories, men who have sex with men account for almost half of the HIV cases (47%) followed by heterosexual contact (18%) and injection drug users (16%). This data demonstrates the disproportionate affect the virus has on these communities and justifies the need for this type of testing as a prevention strategy.

Should Governor and Executive Council not authorize this request the infection rates within these communities may increase. Individuals infected with these contagious illnesses burden the healthcare system by showing up in emergency rooms, being diagnosed very late in their infection and have a much higher likelihood of transmitting the infection to others. This may create a higher burden of disease and greater public health threat in New Hampshire.

The Feminist Health Center of Portsmouth, dba Joan G. Lovering Health Center was selected for these two program areas through two competitive bidding processes. The Request for Proposals for sexually transmitted disease testing in a medical setting was posted on the Department of Health and Human Services web site from December 1, 2011 through December 15, 2011 and a bidder's conference was held on December 8, 2011. The Request for Proposals for targeted Human Immunodeficiency Virus and Hepatitis C Virus counseling, testing and referral in a non-medical setting was posted on the Department's web site from December 15, 2011 through January 3, 2012 and a bidder's conference was held on December 21, 2011.

Three proposals were submitted in response to the Request for Proposals for sexually transmitted disease testing in a medical setting. Three Department of Health and Human Services and two external reviewers evaluated the three proposals. The five reviewers were chosen because they have between five to fifteen years experience managing agreements with vendors for various public health programs. Areas of specific expertise include sexually transmitted disease and Human Immunodeficiency Virus prevention, laboratory analysis and grants management. The reviewers based their evaluation criteria on agency capacity, plan of operation and budget information provided by the three bidders. The reviewers scored each proposal individually, then came together as a group to discuss and reach consensus on each of the proposals. The reviewers recommended funding all three proposals reviewed as they met the criteria put forth in the Request For Proposals. One proposal had a relatively lower score yet the reviewers felt the applicant demonstrated the ability to do quality work and recommended that the applicant take courses in grant writing. The Request for Proposals scoring summary is attached.

Seven proposals were submitted in response to the Request for Proposals for targeted Human Immunodeficiency Virus and Hepatitis C Virus counseling, testing and referral in a non-medical setting. Two Department of Health and Human Services and four external reviewers evaluated the seven proposals. The six reviewers were chosen because they have between three to twenty years expertise in the fields of sexually transmitted disease, HIV prevention, laboratory analysis, family planning, HIV medical care coordination and grants management. The reviewers based their evaluation criteria on agency capacity, plan of operation and budget information provided by the seven bidders. The reviewers scored each proposal individually, then came together as a group to discuss and reach consensus on each of the proposals. The reviewers recommended funding five of the seven proposals reviewed as they met the criteria put forth in the Request For Proposals. The two proposals the review committee did not recommend for funding have not been put forward. The Request for Proposals scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured agreement has an option to renew for two (2) additional years, contingent upon the satisfactory delivery of services, availability of funding, agreement of the parties and approval of the Governor and Council. The off-site targeted testing services were contracted previously with this agency in SFY 2012 in the amount of \$14,313. This represents an increase of \$60,187 per year. The increase is due to the addition of the on-site sexually transmitted disease testing and treatment services being added.

The following performance measures will be used to measure the effectiveness of the agreement.

- Ninety percent of clients screened for Human Immunodeficiency Virus will receive their results within 30 days of test date.
- Ninety five percent of newly identified, confirmed Human Immunodeficiency Virus positive test results will be returned to clients within 30 days of test date.
- Ninety five percent of newly identified, confirmed Human Immunodeficiency Virus positive cases referred to medical care will attend their first medical appointment within ninety days of test date.
- Eighty percent of diagnosed Chlamydia cases will receive appropriate treatment within 14 days of specimen collection.
- Eighty percent of diagnosed Gonorrhea cases will receive appropriate treatment within 14 days of specimen collection
- Eighty percent of diagnosed Primary or Secondary Syphilis cases will receive appropriate treatment within 14 days of specimen collection.
- Ninety five percent of newly identified Hepatitis C cases will have a documented referral into medical care at time of diagnosis.

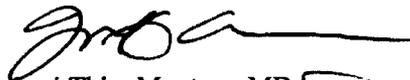
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
June 12, 2012
Page 4

Area served: Rockingham County.

Source of Funds: 100% federal funds from the Centers for Disease Control.

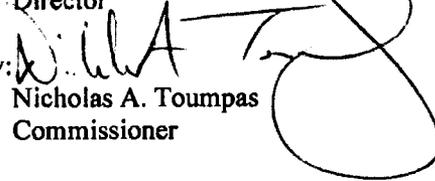
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

RL/rl

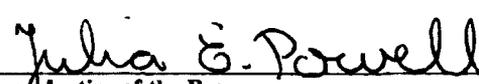
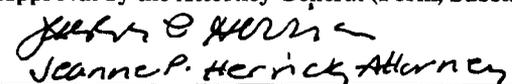
Subject: Sexually Transmitted Disease Testing and Treatment, Human Immunodeficiency Virus/Hepatitis C Virus Counseling, Testing and Referral

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 Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Feminist Health Center of Portsmouth dba Joan G. Lovering Health Center		1.4 Contractor Address 559 Portsmouth Avenue Greenland, NH 03840	
1.5 Contractor Phone Number (603) 436-7588	1.6 Account Number 010-090-5189-102-500734	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$149,000
1.9 Contracting Officer for State Agency Joan H. Ascheim, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory LINDA GRIEBISCH, EXECUTIVE DIR.	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>5/21/12</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]  JULIA E. POWELL, Notary Public My Commission Expires May 11, 2016			
1.13.2 Name and Title of Notary of Justice of the Peace Julia E. Powell			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joan H. Ascheim, Bureau Chief	
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) By:  Jeanne P. Herrick Attorney On: <u>19 June 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

Scope of Services

Sexually Transmitted Disease Testing and Treatment, Human Immunodeficiency Virus/Hepatitis C Virus Counseling, Testing and Referral

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2014

**CONTRACTOR NAME: Feminist Health Center of Portsmouth
dba Joan G. Lovering Health Center**

**ADDRESS: 559 Portsmouth Avenue
Greenland, NH 03840**

**DIRECTOR: Linda Griebisch
TELEPHONE: (603) 436-7588**

The Contractor shall provide:

1. Sexually Transmitted Disease Testing and Treatment, Human Immunodeficiency Virus/Hepatitis C Virus Counseling, Testing and Referral in a healthcare setting (STD/HIV/HCV Clinical Services)
and
2. Targeted Human Immunodeficiency Virus/Hepatitis C Virus Counseling, Testing and Referral in a non healthcare setting (Targeted HIV/HCV Testing)

**STD/HIV/HCV Clinical Services
Specific Provisions**

The contractor shall:

1. Provide voluntary, confidential HIV and HCV Counseling, Testing and Referral Services utilizing rapid testing technology as the primary means of specimen collection, and STD testing and treatment in accordance with Centers for Disease Control and Prevention (CDC) treatment guidelines for syphilis, gonorrhea and chlamydia to priority populations at increased risk of infections as defined by DPHS.
2. Accept referrals and offer timely HIV testing of all active or ongoing Tuberculosis (TB) disease investigation clients referred by the Division of Public Health Services (DPHS).
3. Submit within thirty days of award and on an annual basis, a reasonable fee scale for clients who fall outside the prioritized risk populations as defined by DPHS who request testing. This fee scale shall include an itemized cost for an office visit and screening for each of the following: HIV, HCV, syphilis, gonorrhea and chlamydia.
4. Submit within thirty days of award and review on an annual basis, a protocol that documents how the agency will procure, store, dispense and track STD medications to ensure compliance with the CDC STD treatment guidelines for the treatment of syphilis, gonorrhea and chlamydia. This protocol shall include the process for injectable medications required for treatment.

**Targeted HIV/HCV Testing
Specific Provisions**

The contractor shall:

1. Provide voluntary, confidential HIV Counseling, Testing and Referral Services; utilizing rapid testing technology as the primary means of specimen collection to the following priority populations identified to be at increased risk of HIV infection and who have engaged in unprotected anal and or vaginal intercourse and or shared needles in the past twelve months:
 - a. Men who have sex with men
2. Submit within thirty days of award and review on an annual basis, a recruitment plan detailing how the agency will access each of the priority populations listed in number one above.

Patient Follow-up

The contractor shall:

1. Notify the DPHS of all HIV preliminary positive test results no later than 4 PM the next business day.
2. Assure the DPHS staff has access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and /or needle sharing partners.
3. Assist the DPHS staff in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The interview period for each disease is specified in the protocols developed by the Centers for Disease Control and Prevention Partner Services Guidelines. Information gathered will be provided to the DPHS no later than the next business day.
4. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HIV positive clients into medical care. This outline should include the steps the agency will take to document a clients has attended their first medical appointment with a HIV medical care provider.
5. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HCV positive clients into medical care. This outline should include the steps the agency will take to document a clients has attended their first medical appointment with a HCV medical care provider.
6. Submit within thirty days of award a document that captures the risk-screening process the agency will use to ensure services are being offered to the at risk populations as defined by the DPHS or supported by other funding sources.
7. Submit specimens being sent to the NH Public Health Laboratories within 72 hours of specimen collection.

Data Collection and Reporting

The contractor shall:

1. Comply with the DPHS security and confidentiality guidelines related to all protected health information.
2. Identify one staff person as the agency staff person to serve as the DPHS point of contact. This individual will be responsible for ensuring all required reporting is timely and complete and will respond to any DPHS staff inquiries.

3. Properly complete and submit all required documentation on appropriate forms supplied by the DPHS for each client supported by these funds.
4. Maintain ongoing medical records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the DPHS upon request.
5. Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

Numbers Served

1. STD/HIV/HCV Clinical Services will be provided to a minimum of 150 individuals and a minimum of one newly diagnosed HIV case will be identified per year.
2. Targeted HIV/HCV Testing Services will be provided to a minimum of 50 individuals and a minimum of one newly diagnosed HIV case will be identified per year.

Performance Measures

Performance Measure #1

Goal: To ensure that clients who are tested for HIV receive their results in an appropriate timeframe.

Target: 90% of HIV tests results performed on the HIV Target Population will be returned to clients within 30 days of testing date.

Numerator- The number of HIV test results among the clients that fall within the HIV target population returned within 30 days of the test date.

Denominator- The number of HIV tests performed on clients that fall within the HIV target population.

Performance Measure #2

Goal: To ensure that newly identified HIV positive cases receive their test results in an appropriate timeframe.

Measure: 95% of newly identified, confirmed HIV positive test results will be returned to clients within 30 days.

Numerator- The number of newly identified, confirmed HIV positive test results returned to clients within 30 days of the test date.

Denominator- The number of newly identified, confirmed HIV positive test results.

Performance Measure #3

Goal: To ensure that newly identified HIV positive cases receive timely access to appropriate medical care services.

Target: 95% of newly identified HIV positive cases referred to medical care will attend their first medical appointment within 90 days of receiving a positive test result

Numerator- The number of newly identified HIV positive cases referred to medical care that attend their first medical appointment within 90 days of receiving a positive test result.

Denominator- The number of newly identified HIV positive cases that are referred to medical care services.

Performance Measure #4

Goal: To ensure appropriate and timely treatment for Chlamydia infection.

Target: 80% of diagnosed Chlamydia cases among the STD Target Population will receive appropriate treatment within 14 days of specimen collection.

Numerator- The number of clients within the STD Target Population with a diagnosis of Chlamydia that received appropriate treatment within 14 days of specimen collection.

Denominator- The number of clients that fall within the STD target population with a diagnosis of Chlamydia.

Performance Measure #5

Goal: To ensure appropriate and timely treatment for Gonorrhea infection.

Target: 80% of diagnosed Gonorrhea cases among the STD Target Population will receive appropriate treatment within 14 days of specimen collection.

Numerator- The number of clients within the STD Target Population with a diagnosis of Gonorrhea that received appropriate treatment within 14 days of specimen collection.

Denominator- The number of clients that fall within the STD Target Population with a diagnosis of Gonorrhea.

Performance Measure #6

Goal: To ensure appropriate and timely treatment for Primary and Secondary Syphilis infection.

Target: 80% of diagnosed Primary or Secondary Syphilis cases among the STD Target Population will receive appropriate treatment within 14 days of specimen collection.

Numerator- The number of clients within the STD Target Population with a diagnosis of Primary or Secondary Syphilis that received appropriate treatment within 14 days of specimen collection.

Denominator- The number of clients that fall within the STD Target Population with a diagnosis of Primary or Secondary Syphilis.

Performance Measure #7

Goal: To ensure that newly identified HCV cases receive timely referral to appropriate medical care services.

Target: 95% of newly identified HCV cases among the HCV Target Population will have a documented referral to medical care at time of diagnosis.

Numerator- The number of newly identified HCV positive cases that fall within the HCV Target referred to medical care at time of diagnosis.

Denominator- The number of newly identified HCV positive cases that fall within the HCV Target Population.

Cultural and linguistically Appropriate Standards of Care

DPHS recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, DPHS expects the Contractor shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of minimal English skills with interpretation services. Offer consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.
4. The contractor shall maintain a program policy that sets forth compliance with title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing the service (e.g. trained interpreter, staff person who speaks the language of the client, use of the language line)

State and Federal Laws

The contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities. The contractor shall:

1. Report all cases of communicable diseases according to RSA 141-C and Hep 301 on the proper forms as supplied by the DPHS Infectious Disease Surveillance Section.
2. Assure that all employees comply with the reporting requirements of RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3. Assure compliance with RSA 318:42 regarding dispensing of medications in public health clinics and compliance with RSA-318 relative to the dispensing of non-controlled drugs by an ARNP or registered nurse.
4. Assure compliance with all Clinical Laboratory Improvement Act (CLIA) and RSA 141.F.
5. Comply with the CDC's "Content of AIDS Related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in CDC Assistance Program" January, 1991, and RSA 141-F. All materials developed or purchased must be reviewed or approved by the STD/HIV Prevention Section and the NH HIV Materials Review Committee. Compliance with RSA 141-F, "Any materials, courses, and programs distributed, developed, or provided shall stress that abstinence or a monogamous relationship and avoiding drugs are the most effective ways to prevent contracting the Human Immunodeficiency Virus."

Publications Funded Under Contract

1. The DPHS and/or its funders will retain copyright ownership for any and all original materials produced with DHHS contract funding, including, but not limited to; brochures, resource directories, websites, protocols or guidelines, posters and/or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C1 (5).

Staffing

1. Vacancies – If any positions essential to carrying out the scope of services become vacant the Contractor shall notify DPHS within 10 days. The contractor should keep the section informed with regard to the search for filling all essential position.

2. New Hires - The Contractor shall notify the DPHS prior to the filling any vacant positions essential to carrying out this scope of service. A resume of the employee shall accompany this notification.
3. Subcontractors – DPHS shall pre- approve all subcontracts initiated by the contractor to enable completion of the work outlined in this contract. The contractor shall submit the entire text of the agreement for review prior to the planned initiation of the agreement. Subcontractors may not begin work until approval of the agreement has been granted to the contractor. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this exhibit.
4. Staff Evaluation – The contractor will conduct evaluation of all medical and counseling staff annually, results of these evaluations shall be made available upon request.

Meetings and Trainings

1. All staff conducting HIV Counseling, Testing and Referral shall attend the three-day Fundamentals of HIV Prevention Counseling course.
2. The contractor shall send the designated point of contact from each funded site or designee to meetings and training required, including, but not limited to: semi-annual meetings and scheduled trainings.

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

*Sexually Transmitted Disease Testing and Treatment, Human Immunodeficiency Virus/Hepatitis C Virus Counseling,
Testing and Referral*

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2014

**CONTRACTOR NAME: Feminist Health Center of Portsmouth
dba Joan G. Lovering Health Center**

**ADDRESS: 559 Portsmouth Avenue
Greenland, NH 03840**

**DIRECTOR: Linda Griebisch
TELEPHONE: (603) 436-7588**

Vendor #175132-R001

Job #90024000

Appropriation #010-090-51890000-102-50734

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$149,000 for Sexually Transmitted Disease Testing and Treatment, Human Immunodeficiency Virus/Hepatitis C Virus Counseling, Testing and Referral and Targeted Human Immunodeficiency Virus/Hepatitis C Virus Counseling, Testing and Referral funded from 100% federal funds, from the Centers for Disease Control (CDC) CFDA #93.940

TOTAL: \$149,000

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
4. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **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:
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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 fundors 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 fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 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:

9. **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:

9.1 **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.

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

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **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.

10.1 **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.

10.2 **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.

11. **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 directed 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.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 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.

12.2 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.

13. **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.

14. **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:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole 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.

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 government 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. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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18. 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.

19. 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.

SPECIAL PROVISIONS – 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 the 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: Whenever 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 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.