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

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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August 30, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **Retroactive, Sole Source** amendments to existing contracts with the Contractors listed below for family planning services, by increasing the total price limitation by $423,631 from $6,722,251 to $7,145,882 and by extending the completion dates from June 30, 2021, to December 31, 2021, effective retroactive to June 30, 2021, upon Governor and Council approval. 37% Federal Funds. 63% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Amoskeag Health	**157274 -B001**	**Manchester, NH**	**$529,616**	**$28,098**	**$557,714**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16 A03: 08/05/20 (Item #22)**
Community Action Program – Belknap Merrimack Counties, Inc.	177203 -B003	Concord, NH	$773,790	$0	$773,790	O: 11/08/2017 Item #21A A01: 8/14/2018 Expired: 6/30/2021
Concord Hospital, Inc. Family Health Center	**177653 -B011**	**Concord, NH**	**$517,743**	**$27,688**	**$545,431**	**O: 11/08/2017 Item #21A A01: 8/14/2018 A02: 06/19/19 Item #78F A03: 12/18/19 Item #16**

						A04: 08/05/20 (Item #22)
Coos County Family Health	**155327 -B001**	**Berlin, NH**	**$313,488**	**$29,565**	**$343,053**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16 A03: 08/05/20 (Item #22)**
Equality Health Center	**257562 -B001**	**Concord, NH**	**$358,981**	**$35,005**	**$393,986**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16 A03: 08/05/20 (Item #22)**
Joan G. Lovering Health Center	**175132 -R001**	**Greenland, NH**	**$445,690**	**$24,585**	**$470,275**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16 A03: 08/05/20 (Item #22)**
Lamprey Health Care	**177677 -R001**	**Nashua, NH**	**$922,928**	**$40,226**	**$963,154**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16 A03: 08/05/20 (Item #22)**
Mascoma Community Health Care, Inc.	283136 -B001	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017 Expired: 6/30/2019
Planned Parenthood of Northern New England	**177528 -R002**	**Colchester, VT** (locations are in Claremont, Manchester, Keene, Derry, and Exeter)	**$2,282,443**	**$238,464**	**$2,520,907**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16 A03: 08/05/20 (Item #22)**
White Mountain Community Health	174170 -R001	Conway, NH	$377,572	$0	$377,572	O: 11/08/2017 Item #21A A01: 06/26/19 Late Item #A

Center						Expired: 6/30/2021
		Total:	**$6,722,251**	**$423,631**	**$7,145,882**	

Funds are available in the following accounts for State Fiscal Year 2022 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the current contracts expired June 30, 2021. The Department was unable to renew the contracts before the expiration date because:

- The Department could not negotiate new amendments until the State Fiscal Year 2022-2023 Biennial Operating Budget (Budget) was passed;
- After approval of the Budget, the Department requested the Contractors provide the estimated number of individuals to be served to allow the Department to determine funding allocation amongst the Contractors;
- The Attorney General's Office needed to analyze the applicable requirements of House Bill 2 after passage; and
- The Department wanted to provide the Executive Council with the opportunity to provide feedback to the Department.

This request is **Sole Source** because the Department is seeking to extend the contracts beyond the completion dates and there are no renewal options available. Currently, there are seven (7) Contractors that provide family planning services through the Department, all of which are receiving funding through this action.

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

Approximately 6,529 individuals will continue to be served through State Fiscal Year 2022 through these amendments.

Family planning not only promotes maternal and child health through preventative health screenings and desired birth spacing, it also enables individuals to have opportunities to pursue an education, a career, and financial security. Affordable and easily accessible reproductive health care and family planning services are a cornerstone of public health. For many individuals, a family planning clinic is their entry point into the health care system. Through these contract amendments, the New Hampshire Family Planning Program is partnering with health centers in rural and urban settings to ensure that access is available in all areas of the State. Services provided under these agreements are not duplicated elsewhere, as there is no other system for affordable, confidential, and comprehensive reproductive health care services.

High quality family planning services are culturally and linguistically appropriate, inclusive, trauma-informed, and equitable. Through these amendments, the New Hampshire Family Planning Program will support health centers to focus on vulnerable populations, including: individuals with lower levels of education and income the uninsured, individuals of color, and other minority individuals, including LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to

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substance use disorder.

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

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

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

Source of Federal Funds: Assistance Listing Number # 93.558, FAIN # 2001NHTANF

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

Respectfully submitted,

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

SFY 2022 FAMILY PLANNING CONTRACT 6 MONTHS EXTENSIONS

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

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

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

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

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

Concord Hospital Vendor ID #177653-B011

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

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

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$132,548*	*$0*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

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

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

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$199,896*	*$0*	*$199,896*

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$403,164*	*$0*	*$403,164*

Amoskeag Health — Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$219,850	$0	$219,850

Mascoma Community Health Center				Vendor ID #283136-B001		
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$154,764*	*$0*	*$154,764*
			TOTAL	*$1,460,056*	*$0*	*$1,460,056*

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

Concord Hospital				Vendor ID #177653-B011		PO 1059188
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$96,517	$0	$96,517
2021	102-500731	Contracts for Program Services	90080208	$96,064	$0	$96,064
2022	074-500585	Community Grants	90080208	$0	$23,583	$23,583
			Subtotal:	*$192,581*	*$23,583*	*$216,164*

Coos County Family Health Center				Vendor ID #155327-B001		PO 1069366
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$66,274	$0	$66,274
2021	102-500731	Contracts for Program Services	90080208	$65,222	$0	$65,222
2022	074-500585	Community Grants	90080208	$0	$24,704	$24,704
			Subtotal:	*$131,496*	*$24,704*	*$156,200*

Equality Health Center				Vendor ID #257562-B001		PO 1069192
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$78,400	$0	$78,400
2021	102-500731	Contracts for Program Services	90080208	$77,781	$0	$77,781
2022	074-500585	Community Grants	90080208	$0	$27,952	$27,952
			Subtotal:	*$156,181*	*$27,952*	*$184,133*

Joan G. Lovering Health Care				Vendor ID #175132-R001		PO 1069193
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$99,948	$0	$99,948
2021	102-500731	Contracts for Program Services	90080208	$99,846	$0	$99,846
2022	074-500585	Community Grants	90080208	$0	$21,730	$21,730
			Subtotal:	$199,794	$21,730	$221,524
Lamprey Health Care				Vendor ID #177677-R001		PO 1069349
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$201,582	$0	$201,582
2021	102-500731	Contracts for Program Services	90080208	$199,306	$0	$199,306
2022	074-500585	Community Grants	90080208	$0	$31,070	$31,070
			Subtotal:	*$400,888*	*$31,070*	*$431,958*
Amoskeag Health		Vendor ID #157274-B001				PO 1069352
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$109,925	$0	$109,925
2021	102-500731	Contracts for Program Services	90080208	$109,369	$0	$109,369
2022	074-500585	Community Grants	90080208	$0	$23,828	$23,828
			Subtotal:	*$219,294*	*$23,828*	*$243,122*
Planned Parenthood of Northern New England				Vendor ID #177528-R002		
100% General Funds						PO 1069194
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$874,000	$0	$874,000
2021	102-500731	Contracts for Program Services	90080208	$860,443	$0	$860,443
2022	074-500585	Community Grants	90080208	$0	$149,436	$149,436
			Subtotal:	*$2,282,443*	*$149,436*	*$2,431,879*
			AU 5530 TOTALS:	*$3,582,677*	*$302,303*	*$3,884,980*

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

CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds

FUNDER: US DHHS Administration for Children and Families

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

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2022	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$181,256*	*$0*	*$181,256*

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2022	502-500891	Payment for Providers	45030203	$0	$4,105	$4,105
			Subtotal:	*$132,128*	*$4,105*	*$136,233*

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2022	502-500891	Payment for Providers	45030203	$0	$4,861	$4,861
			Subtotal:	*$49,444*	*$4,861*	*$54,305*

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2022	502-500891	Payment for Providers	45030203	$0	$7,053	$7,053
			Subtotal:	*$46,000*	*$7,053*	*$53,053*

Joan G. Lovering Health Care	Vendor ID #175132-R001					
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2022	502-500891	Payment for Providers	45030203	$0	$2,855	$2,855
			Subtotal:	*$46,000*	*$2,855*	*$48,855*
Lamprey Health Care	Vendor ID #177677-R001					
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2022	502-500891	Payment for Providers	45030203	$0	$9,156	$9,156
			Subtotal:	*$118,876*	*$9,156*	*$128,032*
Amoskeag Health	Vendor ID #157274-B001					
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2022	502-500891	Payment for Providers	45030203	$0	$4,270	$4,270
			Subtotal:	*$90,472*	*$4,270*	*$94,742*
Mascoma Community Health Center	Vendor ID #283136-B001					
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
2022	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*

White Mountain Community Health Center			Vendor ID #174170-R001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*

Planned Parenthood of Northern New England			Vendor ID #177528-R002			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$0	$0	$0
2019	502-500891	Payment for Providers	45030203	$0	$0	$0
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
2022	502-500891	Payment for Providers	45030203	$0	$89,028	$89,028
			Subtotal:	$0	$89,028	$89,028
			TOTAL AU 6146:	$754,552	$121,328	$875,880
			TOTALS:	6,722,251	423,631	$7,145,882

State of New Hampshire
Department of Health and Human Services
Amendment #4

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), as amended on June 19, 2019, (#78F), as amended on December 18, 2019, (Item # 16), and as amended on August 5, 2020 (Item #22), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 4, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2021

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

   $557,714

3. Modify Form P-37, General Provisions, to add Paragraph 25, Requirements for Family Planning Projects, as follows:

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

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

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

   25.3 If the Commissioner fails to make such certification or if the Governor and Executive Council, based on evidence presented by the Commissioner in his or her certification, find that state funds awarded by the Department have been used to provide abortion services, the grant recipient shall either: (a) be found to be in breach of the terms of such contract, grant or award of funds and forfeit all right to receive further funding; or (b) suspend all operations until such time as the state funded family project is physically and financially separate from any reproductive health facility, as defined in RSA 132:37.

4. Modify Exhibit A, Scope of Services, Amendment #2 by replacing in its entirety with Exhibit A

Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 1, #1 to read:

   1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #4, Scope of Services

6. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 through Exhibit B-8, Budget Amendment #4.

7. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.5 to read:

   4.5 Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #4, Scope of Services.

8. Add Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 8 to read:

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

9. Add Exhibit B-7, Amendment #4 Budget Family Planning Funds, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

10. Add Exhibit B-8, Amendment #4 Budget TANF Funds, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

11. Modify Attachment A, Amendment #2, Family Planning Clinical Services Guidelines in its entirety and replace it with Attachment A, Amendment #4, NH Family Planning Performance Measure Definitions, which is attached hereto and incorporated by reference herein.

12. Modify Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement in its entirety and replace it with Attachment B, Amendment #4, NH Family Planning Program Reporting Calendar SFY 22, which is attached hereto and incorporated by reference herein.

13. Modify Attachment C, Amendment #2, NH Family Planning Workplan in its entirety and replace ir with Attachment C, Amendment #4, Fee Policy, which is attached hereto and incorporated by reference herein.

14. Modify Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions in its entirety and replace it with Attachment D, Amendment #4, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement, which is attached hereto and incorporated by reference herein.

15. Modify Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace it with Attachment E, Amendment #4, Work Plan, which is attached hereto and incorporated by reference herein.

16. Delete Exhibit F, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.

All terms and conditions of the Contract and prior amendments not modified by this Amendment #4 remain in full force and effect. This Amendment shall be retroactively effective to July 1, 2021, 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

8/27/2021

Date

DocuSigned by:
Patricia M. Tilley
848FB38F5BFD4C8...

Name: Patricia M. Tilley
Title: Director

Amoskeag Health

8/25/2021

Date

DocuSigned by:
C52AF939C85F454...

Name: Kris McCracken, President/CEO
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

8/27/2021

DocuSigned by:
D5CA9202E32C4AE...

Date

Name: Catherine Pinos
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

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

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

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

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide reproductive and sexual health clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income individuals (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered

under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of 650 users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

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

4.6. The Contractor shall make reasonable efforts to collect charges based upon a sliding fee scale from clients, in accordance with Attachment C Fee Policy without jeopardizing client confidentiality.

4.7. **Clinical Services – Requirements:**

4.7.1. The Contractor shall provide reproductive and sexual health clinical services in compliance with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.7.2. The Contractor shall comply with their own established internal protocols, policies, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.7.3. The Contractor shall ensure all MDs, APRNs, PAs, nurses and/or any staff providing direct care and/or education to clients read and sign the New Hampshire Family Planning Clinical Services Guidelines, within thirty (30) days of Governor and Executive Council approva.

4.7.4. The Contractor shall submit the New Hampshire Family Planning Clinical Services Guidelines signed signature page to the Department for review and signature no later than thirty (30) days after the Contract Effective Date.

4.7.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.7.6. The Contractor shall have at least one (1) clinical provider at each clinic site proficient in the insertion and removal of Long Acting Reversible Contraception (LARC). The Contractor shall provide documented proof of proficiency to the Department on by January 28, 2022..

4.8. **STD and HIV Counseling and Testing – Requirements:**

4.8.1. The Contractor providing STD and HIV counseling and testing shall comply

with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.8.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.8.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.9. **Health Education Materials:**

4.9.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release Attachment D, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. . Examples of material topics include:

4.9.1.1. Sexually Transmitted Diseases (STD)

4.9.1.2. Contraceptive methods, pre-conception care

4.9.1.3. Achieving pregnancy/infertility

4.9.1.4. Adolescent reproductive health

4.9.1.5. Sexual violence

4.9.1.6. Abstinence

4.9.1.7. Pap tests/cancer screenings

4.9.1.8. Substance use disorder

4.9.1.9. Mental health.

4.9.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.9.3. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.10. **Sterilization Services:**

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

4.11. **Confidentiality:**

4.11.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary,

statistical or other form that does not identify the individual in accordance with State and Federal laws.

4.11.2. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients, in accordance with Attachment D, Amendment #4, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, (See Attachment E) for a 6-month period of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan 6-month outcomes and review/revise the work plan and submit by January 28, 2022 to the Department for approval

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses, training logs, and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department, by formal letter via email to Haley.L.Johnston@dhhs.nh.gov of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month (30 days) of hired.

6.3. The Contractor shall notify the Department, in writing via letter, when:

6.3.1. Any critical position is vacant for more than one month (30 days).

6.3.2. There is not adequate staffing to perform all required services for more than one month (30 days).

7. Performance Measures

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

8. Reporting Requirements

8.1. The Contractor shall submit the current required data elements electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment A) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on January 28, 2022 or as instructed by the Department.

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

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

8.3.2. The total amount of time spent on each activity performed for federally assisted and all other activities.

9. Deliverables

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

Exhibit B-7 - Amendment #4 Budget
Family Planning Funds

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

Bidder/Program Name: Amoskeag Health

Budget Request for: Family Planning Services RFP-2022-DPHS-07-REPRO

Budget Period: July 1, 2021 - December 31, 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 19,862.00	$ 1,995.00	$ 21,857.00	$ -	$ 1,995.00	$ 1,995.00	$ 19,862.00	$ -	$ 19,862.00
2. Employee Benefits	$ 3,382.00	$ 340.00	$ 3,722.00	$ -	$ 340.00	$ 340.00	$ 3,382.00	$ -	$ 3,382.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 384.00	$ 33.00	$ 417.00	$ -	$ 33.00	$ 33.00	$ 384.00	$ -	$ 384.00
Medical	$ 150.00	$ 10.00	$ 160.00	$ -	$ 10.00	$ 10.00	$ 150.00	$ -	$ 150.00
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 50.00	$ 5.00	$ 55.00	$ -	$ 5.00	$ 5.00	$ 50.00	$ -	$ 50.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 23,828.00	$ 2,383.00	$ 26,211.00	$ -	$ 2,383.00	$ 2,383.00	$ 23,828.00	$ -	$ 23,828.00
Indirect As A Percent of Direct		10.00%						0%	

DS

Contractor Initials: 8/25/2021

Date:

Exhibit B-8 - Amendment #4 Budget
TANF Funds

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

Bidder/Program Name: Amoskeag Health

Budget Request for: TANF

Budget Period: July 1, 2021 - December 31, 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 3,242.00	$ 325.00	$ 3,567.00	$ -	$ 325.00	$ 325.00	$ 3,242.00	$ -	$ 3,242.00
2. Employee Benefits	$ 717.00	$ 72.00	$ 789.00	$ -	$ 72.00	$ 72.00	$ 717.00	$ -	$ 717.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 311.00	$ 30.00	$ 341.00	$ -	$ 30.00	$ 30.00	$ 311.00	$ -	$ 311.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 4,270.00	$ 427.00	$ 4,697.00	$ -	$ 427.00	$ 427.00	$ 4,270.00	$ -	$ 4,270.00
Indirect As A Percent of Direct		10.00%						0%	

DS

Contractor Initials: _____

Date: 8/25/2021

Family Planning (FP) Performance Indicator #1

Indicators:

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

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

Family Planning (FP) Performance Indicator #1 b

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

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

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

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 c

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

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

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

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 d

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

Goal: To increase access to reproductive services to adolescents.

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

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 e

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

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

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

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of family planning male clients.

Goal: To increase access to reproductive services to males.

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

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 g

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

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

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

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

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #1

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

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

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

Denominator: Total number of clients of reproductive age.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #2

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

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

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

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

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #3

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

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

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

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

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #4

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

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

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

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

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #5

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

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

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

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

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #6

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

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

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

Denominator: The total number of clients served.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #7

Community Partnership Report

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

SAMPLE:

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

Family Planning (FP) Performance Measure #8

Annual Training Report

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

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NH Family Planning Reporting Calendar SFY 22 (6-Month Period)

Due within *30 days* of G&C approval: • SFY 22 Clinical Guidelines Signatures • SFY 22 – 6-MONTH FP Work Plan	
SFY 22 (July 1, 2021-December 31, 2021)	
Due Date:	**Reporting Requirement:**
October 8, 2021	Public Health Sterilization Records (July-September)
January 28, 2022	• Patient Satisfaction Surveys • Outreach and Education Report • Staff Training Report • Work Plan Update • Performance Outcome Report • Data Trend Tables (DTT) • I&E Material List with Advisory Board Approval Dates • Public Health Sterilization Records (October-December) **ALL REPORTING IS FOR A 6-MONTH TIME PERIOD.**

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

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT FEE POLICY
Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: [July 1, 2021] Next Review Date: [June 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with financial operation requirements under the NH FPP Project. The following are covered under this policy:

- Fee Policy
- Definition of a Family Planning Visit
- Core Family Planning Services

I. Fee Policy

Federal Poverty Level, Third Party Billing, and Income Verification

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

Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although the agency must bill all third parties legally obligated to pay for the services. Bills to third parties must not be discounted.

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

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

Discount Schedules/Reasonable Cost

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

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

On an annual basis, sub-recipient agencies must submit to the NH FPP a copy of their most current discount schedule that reflects the most recently published FPG.

Third Party Payments

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

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

Fee Waiver

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

Voluntary Donations

Voluntary donations from clients are permissible; however, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. If a sub-recipient agency chooses to ask for donations, then donations must be requested from *all* clients, including clients using public or private insurance. In such a case, it may be helpful to display signs at check-out or have a financial counseling script available for project staff who will be tasked with collecting donations. *Donations from clients do not waive the billing/charging requirements set out above (i.e., if a client is unable to pay the fees for family*

planning services received, any donations collected should go towards the cost of those services received.

Confidential Collections

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

Sub-recipient Fee Policy Documentation Requirements

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

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

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

II. Definition of A Family Planning Visit

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

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

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

Types of Family Planning Visits

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

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

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

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

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

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

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

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

Examples of Clients Who Are Family Planning Clients

- An adolescent male who comes in for contraceptive methods education and counseling with his adolescent girlfriend can be counted as a family planning client as long as the client is encouraged to receive other documented NH FPP required services for males in the future (e.g., sexual history, partner history, and HIV/STI education, testicular self-

exam (TSE) education, etc.). Minors must be counseled on how to resist sexual coercion; and be encouraged to include their family in the decision to seek family planning services; and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. As with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each patient's needs are, and are indicated in the notes within the client's medical chart.

- An adult male under 65 years old coming in for a comprehensive preventive health visit can be counted as a family planning client if the client receives contraceptive method education and/or counseling (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, HIV/STI education, testicular exam, etc.).
- An adult male under 65 years old coming in for an HIV/STI visit can be counted as a family planning client if the client receives contraceptive method counseling and/or education (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, and HIV/STI education, etc.). Required testicular exam screening may not occur during the HIV/STI visit, but should be performed if the client comes back for other health care services in the future. The message that condoms can prevent both unintended pregnancy and HIV/STIs must be included as part of the counseling and/or education provided to the client.
- A male who relies on their partner's method for contraception can be counted as a family planning client if the client receives contraception and preconception counseling, and education on the partner's contraceptive method.
- Sterilized individuals can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such individuals have selected a method of birth control (sterilization). All sub-recipients offering sterilization must obtain informed consent at least 30 days, but no more than 180 days, before the date of sterilization.
- Individuals who are abstinent can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such clients have selected a method of contraception (abstinence).
- A female under 65 years old can be counted as a family planning client if they receive contraception education or counseling and other documented NH FPP required services for females as appropriate (e.g., sexual history, partner history, HIV/STI education, etc.).
- Pregnant individuals or those who are seen for their late stage pregnancy or post-partum visit can be counted as a family planning client if the client receives contraception

education and counseling and/or HIV/STI testing as part of their care.

- Individuals who have a positive pregnancy test result can be counted as a family planning client as long as they receive pregnancy diagnosis and counseling services. Pregnant individuals may be provided with information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination.
- Individuals with a negative pregnancy test can be counted as a family planning client if the client receives contraception education and counseling. In addition, the cause of delayed menses should be investigated.

Examples of Visits That Are Not Considered Family Planning Encounters

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

III. Core (Minimum) Family Planning Services

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

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

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

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

4. Complete physical exam for all clients should include height and weight, examination

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

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

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

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

9. Either directly or through referral, all reversible and permanent methods of contraception must be provided, which include barrier methods (female and male), IUDs, fertility awareness based methods, hormonal methods (injectables, implants, oral contraceptives, and emergency contraception) and sterilization. Methods not directly provided at the site should be referred first to another NH FPP site, if appropriate, and, secondly, elsewhere at an agency with which the site has a formal arrangement with for the provision of the service.

NH DIVISION OF Public Health Services
Department of Health and Human Services

NH FAMILY PLANNING PROGRAM

IV SAMPLE DISCOUNT SCHEDULE

The following discount schedule can be used by sub-recipient agencies to help develop their own discount schedule. This is a sample and does not necessarily reflect the current Federal Poverty Guidelines.

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

NH DIVISION OF
Public Health Services
Department of Health and Human Services

NH FAMILY PLANNING PROGRAM

Fee Policy Agreement

On behalf of Amoskeag Health, I hereby certify that I have read and understand the
(Agency Name)
information and Fee Policy as detailed above. I agree to ensure all agency staff and subcontractors working on the NH FPP project understand and adhere to the aforementioned policy and procedures set forth.

Kris McCracken, President/CEO

Authorizing Official: Printed Name

DocuSigned by:
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Authorizing Official: Signature

President/CEO

Date

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT COMMUNITY PARTICIPATION, EDUCATION AND PROJECT PROMOTION POLICY

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

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with community participation, education and project promotion requirements under the NH FPP Project. The following are covered in this section:

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

I. Informational & Educational Materials Review and Approval

The Informational and Educational (I&E) operations for the review and approval of materials rest with the sub-recipient agency; however, NH FPP oversight remains to ensure that the sub-recipient adheres to all NH FPP I&E materials review and approval requirements.

Responsibility for I&E Materials Review and Approval

All I&E materials developed or made available by the sub-recipient agency must be reviewed and approved by a Medical Director (or designee) prior to their distribution. The Medical Director (or designee) may delegate responsibility for the review of the factual, technical, and clinical accuracy of all I&E materials developed or made available by the sub-recipient agency to appropriate project staff (e.g., RN, NP, CNM). If this function is delegated to appropriate project staff, the Medical Director (or designee) must oversee these operations and grant final approval.

Processes and Procedures for I&E Materials Review and Approval

The Medical Director (or designee) must review and approve all I&E materials developed or made available under the NH FPP project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency with the purposes of the NH FPP project. **All materials being distributed or made available under the NH FPP project must be reviewed and re-approved or expired on an annual basis.**

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

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

Documentation Requirements for I&E Materials Review and Approval

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

1.) **I&E Master List Requirement.** On an annual basis, sub-recipients will be required to submit a comprehensive master list of I&E materials that are currently being distributed or are available to NH FPP clients. *The list must include the date of approval (or re-approval), which must be within one year from the date the I&E master list is due to be submitted.*

2.) **Policies and Procedures.** Sub-recipients must have written documentation that outlines their process for conducting material reviews, which must include:

- A process for assessing factual accuracy of the content of I&E materials reviewed.
- How the factual, technical, and clinical accuracy is ensured.
- Criteria and procedures used to ensure that the materials are suitable for the population and community for which they are intended.
- Processes for reviewing materials written in languages other than English.
- Processes for how review and approval records will be maintained.
- Processes for how old materials will be expired.

II. Community Awareness and Education

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

Suggestions for Community Awareness and Education Activities:

- Deliver community presentations (e.g., providing education at a local school on a

reproductive health topic).

- Incorporate the four-level socio-ecological model into outreach to understand and address the range of factors (individual, relationship, community and societal) that influence community understanding and continued participation in the family planning project.
- Attend community events to provide health education to attendees (e.g., tabling events, community meetings).
- Conduct presentations to inform community partners (mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations) of services, locations, and hours.
- Meet with community partners and coalitions to discuss family planning program and potential referral opportunities.
- Post up-to-date program information at a range of community venues, including virtual platforms (websites, social media, etc.).
- Distribute and post flyers.
- Distribute program information at community events (e.g., tabling events).

NH FAMILY PLANNING PROGRAM

Community Participation, Education, and Project Promotion Agreement

On behalf of Amoskeag Health (Agency Name), I hereby certify that I have read and understand the The NH FPP policies regarding Community Engagement, Education, and Project Promotion as detailed above. I agree to ensure all agency staff and sub-contractors working on the NH FPP project understand and adhere to the aforementioned policies and procedures set forth.

Kris McCracken, President/CEO

Printed Name

DocuSigned by:
C52AF939C85F454...

Signature

8/25/2021

Date

DS

8/25/2021

Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

NH Family Planning Program (NH FPP) Priorities:

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

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Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

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

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

Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

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

Performance INDICATOR #1:

Through December 31, 2021, the following targets have been set:

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

SFY 22 Outcome (Semi-Annual)

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

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

Within 30 days of Governor and Council, 100% of sub-recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years old. (*Performance Measure #5*)

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

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

Within 30 days of Governor and Council, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients. (*Performance Measure #6)*

☐

Attachment E
FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval

Goal 4: Provide appropriate education and networking to ensure vulnerable populations are aware of the availability of family planning services and to inform public audiences about the program's key priorities.

By January 28, 2022, sub-recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services. (*Performance Measure #7)*

☐ Sub-recipient provides grantee a copy of completed outreach & education report by January 28, 2022.

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

By January 28, 2022, sub-recipients will submit a 6-month training report for clinical & non-clinical staff that participated in the provision of family planning services and/or activities to ensure adequate knowledge of program policies, practices and guidelines. (*Performance Measure #8)*

☐ Sub-recipient provides grantee a copy of completed annual training report by January 28, 2022.

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

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

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

Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

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

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

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Work Plan Instructions:

Please use the following template to complete the 6-month work plan for the half of FY22. The work plan components include:

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

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

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

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

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

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

Work Plan Performance Outcome:
At the end of the 6-month period, you will report your semi-annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the six months.

Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Sample Work Plan

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

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

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

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

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

Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.	
Performance Measure: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***To promote the availability of STD screening per CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy***	
Performance Measure: The percent of female family planning clients <25 years old screened for chlamydia infection	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
•	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.***	
Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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State of New Hampshire

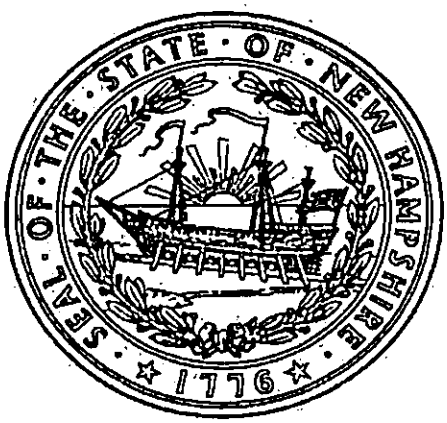
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AMOSKEAG HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **175115**

Certificate Number: **0005425972**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of August A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 27, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 8/27/2021

I, _____
David Crespo
Signature of Elected Officer
Name: David Crespo
Title: Board Secretary

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/17/2021

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

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

PRODUCER
Aspen Insurance Agency
An Optisure Risk Partner
40 Stark Street
Manchester NH 03104

CONTACT NAME: Kim Bilodeau
PHONE (A/C, No, Ext): (603) 647-0800 FAX (A/C, No): (603) 647-0330
E-MAIL ADDRESS: kim.bilodeau@optisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective Insurance Company	
INSURER B: Comp-SIGMA Ltd	
INSURER C: Hanover Professionals Direct	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AMOSKEAG HEALTH & CHILD HEALTH SERVICES INC
145 HOLLIS ST
MANCHESTER NH 03101-1235

COVERAGES CERTIFICATE NUMBER: CL2011213067 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			S 2438257	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							NOCR	$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S 2438257	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Auto Elite Pac	$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			S 2438257	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20200000383	02/01/2021	02/01/2022	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	FTCA Gap Professional Liability FTCA Gap Excess Prof Liability			L1VA515491 & L1V0305375	07/01/2020	07/01/2021	Each Incident Aggregate	$1,000,000 $3,000,000

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

CERTIFICATE HOLDER

State of NH - Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kim Bilodeau

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AMOSKEAG HEALTH

MISSION

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

VISION

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

CORE VALUES

We believe in:

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

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BerryDunn

AMOSKEAG HEALTH

FINANCIAL STATEMENTS

June 30, 2020 and 2019

With Independent Auditor's Report

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BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Amoskeag Health

We have audited the accompanying financial statements of Amoskeag Health, which comprise the balance sheets as of June 30, 2020 and 2019, and the related statements of operations, functional expenses, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Amoskeag Health as of June 30, 2020 and 2019, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, during the year ended June 30, 2020, Amoskeag Health adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2018-08, *Not-for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made.* Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
November 3, 2020

AMOSKEAG HEALTH

Balance Sheets

June 30, 2020 and 2019

ASSETS

	2020	2019
Current assets		
Cash and cash equivalents	$ 3,848,925	$ 1,368,835
Patient accounts receivable, net	1,650,543	1,890,683
Grants and other receivables	985,801	1,063,463
Other current assets	114,920	174,461
Total current assets	6,600,189	4,497,442
Property and equipment, net	4,249,451	4,397,203
Total assets	$10,849,640	$ 8,894,645

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	$ 450,000	$ 450,000
Accounts payable and accrued expenses	526,311	576,623
Accrued payroll and related expenses	1,473,665	1,210,890
Deferred revenue	308,131	-
Paycheck Protection Program refundable advance	1,467,800	-
Current maturities of long-term debt	42,505	46,368
Total current liabilities	4,268,412	2,283,881
Long-term debt, less current maturities	1,556,661	1,594,959
Total liabilities	5,825,073	3,878,840
Net assets		
Without donor restrictions	4,711,819	4,409,285
With donor restrictions	312,748	606,520
Total net assets	5,024,567	5,015,805
Total liabilities and net assets	$10,849,640	$ 8,894,645

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

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AMOSKEAG HEALTH

Statements of Operations

Years Ended June 30, 2020 and 2019

	2020	2019
Operating revenue		
Patient service revenue	$11,473,557	$10,543,526
Provision for bad debts	(681,463)	(380,456)
Net patient service revenue	10,792,094	10,163,070
Grants, contracts and support	8,754,060	8,260,664
Provider Relief Funds	214,172	-
Other operating revenue	264,523	546,428
Net assets released from restriction for operations	380,447	1,066,720
Total operating revenue	20,405,296	20,036,882
Operating expenses		
Salaries and wages	12,918,995	11,994,846
Employee benefits	2,423,466	2,270,095
Program supplies	519,960	525,199
Contracted services	2,190,239	2,175,172
Occupancy	725,333	716,607
Other	811,140	841,861
Depreciation and amortization	426,791	428,159
Interest	86,838	100,845
Total operating expenses	20,102,762	19,052,784
Excess of revenue over expenses	302,534	984,098
Net assets released from restriction for capital acquisition	-	32,976
Increase in net assets without donor restrictions	$ 302,534	$ 1,017,074

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

AMOSKEAG HEALTH

Statements of Functional Expenses

Years Ended June 30, 2020 and 2019

2020	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	$ 1,718,516	$ 526,822	$ 1,927,974	$ 79,500	$ 5,631,705	$ 842,162	$ 236,825	$10,963,504	$ 125,802	$ 158,008	$ 1,671,681	$12,918,995
Employee benefits	323,122	98,862	360,012	14,705	984,467	154,645	42,814	1,978,627	23,506	28,852	392,481	2,423,466
Program supplies	1,308	2,966	58,720	197,339	231,140	7,369	8,622	507,464	1,419	-	11,077	519,960
Contracted services	152,425	265,070	197,932	338,328	474,948	361,030	166,451	1,956,184	14,136	14,036	205,883	2,190,239
Occupancy	114,192	15,814	99,973	4,020	635,524	109,571	-	979,094	(524,235)	16,216	254,258	725,333
Other	69,816	5,692	87,212	435	101,999	20,137	42,731	328,022	55,165	22,673	405,280	811,140
Depreciation and amortization	205	-	11,358	-	50,809	569	1,224	64,165	241,318	462	120,846	426,791
Interest	-	-	-	-	-	-	-	-	62,889	-	23,949	86,838
Total	$ 2,379,584	$ 915,226	$ 2,743,181	$ 634,327	$ 8,110,592	$ 1,495,483	$ 498,667	$16,777,060	$ -	$ 240,247	$ 3,085,455	$20,102,762

2019	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	$ 1,697,621	$ 510,217	$ 1,752,659	$ 34,993	$ 5,377,237	$ 845,292	$ 115,735	$10,333,754	$ 120,979	$ 144,863	$ 1,395,250	$11,994,846
Employee benefits	323,075	97,869	330,299	6,406	932,471	164,397	20,419	1,874,936	22,428	27,986	344,745	2,270,095
Program supplies	1,047	5,896	39,987	254,261	217,078	5,211	1,030	524,510	412	120	157	525,199
Contracted services	76,373	251,088	202,352	336,857	445,115	395,557	220,523	1,927,865	21,225	21,502	204,580	2,175,172
Occupancy	121,143	16,549	105,959	4,260	687,382	116,132	-	1,051,425	(516,379)	17,186	164,375	716,607
Other	58,708	6,528	109,127	482	137,613	31,160	25,718	369,336	56,513	36,580	379,432	841,861
Depreciation and amortization	-	-	3,530	-	45,077	474	-	49,081	255,603	-	123,475	428,159
Interest	-	-	-	-	-	-	-	-	39,219	-	61,626	100,845
Total	$ 2,277,967	$ 888,147	$ 2,543,913	$ 637,259	$ 7,841,973	$ 1,558,223	$ 383,425	$16,130,907	$ -	$ 248,237	$ 2,673,640	$19,052,784

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

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AMOSKEAG HEALTH

Statements of Changes in Net Assets

Years Ended June 30, 2020 and 2019

	2020	2019
Net assets without donor restrictions		
Excess of revenue over expenses	$ 302,534	$ 984,098
Net assets released from restriction for capital acquisition	-	32,976
Increase in net assets without donor restrictions	302,534	1,017,074
Net assets with donor restrictions		
Contributions	86,675	1,000,880
Net assets released from restriction for operations	(380,447)	(1,066,720)
Net assets released from restriction for capital acquisition	-	(32,976)
Decrease in net assets with donor restrictions	(293,772)	(98,816)
Change in net assets	8,762	918,258
Net assets, beginning of year	5,015,805	4,097,547
Net assets, end of year	$ 5,024,567	$ 5,015,805

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

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AMOSKEAG HEALTH

Statements of Cash Flows

Years Ended June 30, 2020 and 2019

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 8,762	$ 918,258
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	426,791	428,159
Equity in loss from limited liability company	6,877	-
(Increase) decrease in the following assets		
Patient accounts receivable	240,140	(105,792)
Grants and other receivables	77,662	(539,790)
Other current assets	40,441	10,551
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(50,312)	(6,838)
Accrued payroll and related expenses	262,775	94,484
Deferred revenue	308,131	-
Net cash provided by operating activities	1,321,267	799,032
Cash flows from investing activities		
Distribution from limited liability company	12,223	-
Capital expenditures	(274,832)	(174,314)
Net cash used by investing activities	(262,609)	(174,314)
Cash flows from financing activities		
Payments on line of credit	-	(235,000)
Proceeds from Paycheck Protection Program refundable advance	1,467,800	-
Payments on long-term debt	(46,368)	(66,375)
Net cash provided (used) by financing activities	1,421,432	(301,375)
Net increase in cash and cash equivalents	2,480,090	323,343
Cash and cash equivalents, beginning of year	1,368,835	1,045,492
Cash and cash equivalents, end of year	$ 3,848,925	$ 1,368,835
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 86,838	$ 100,845
Non-cash transactions		
Line of credit refinanced as long-term debt	$ -	$ 500,000

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

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Organization

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

1. Summary of Significant Accounting Policies

Basis of Presentation

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

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

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

Uncertainty Related to COVID-19

On March 11, 2020, the World Health Organization declared the 2019 Novel Coronavirus Disease (COVID-19) a global pandemic. The COVID-19 pandemic has impacted and could further impact the Organization's operations as a result of quarantines and travel and logistics restrictions. The extent to which the COVID-19 pandemic impacts the Organization's business, results of operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted; including, but not limited to the duration, spread, severity, and impact of the COVID-19 pandemic, the effects of the COVID-19 pandemic on the Organization's members and the remedial actions and stimulus measures adopted by local and federal governments. Therefore, the Organization cannot reasonably estimate the impact at this time.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

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Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

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

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

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants of $5,557,242 and $4,529,840 that have not been recognized at June 30, 2020 and 2019, respectively, because qualifying expenditures have not yet been incurred. The Organization also has been awarded $4,410,210 in cost-reimbursable grants with a project period beginning July 1, 2020.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (HHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2020 and 2019, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 58% and 61%, respectively, of grants, contracts and support revenue.

Investment in Limited Liability Company

The Organization was one of eight partners in Primary Health Care Partners (PHCP), a limited liability company organized in New Hampshire. The Organization's investment in PHCP was reported on the equity method due to the Organization's ability to exercise significant influence over reporting and financial policies. The Organization's investment in PHCP amounted to $22,589 at June 30, 2019. PHCP was terminated on December 31, 2019 due to changes in the regulatory environment in New Hampshire. The Organization's capital balance was distributed to the Organization during 2020.

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Property and Equipment

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

Provider Relief Funds

The Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Paycheck Protection Program and Health Care Enhancement Act (PPPHCE) Act established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by HHS. The Organization received PRF in the amount of $214,172 during the year ended June 30, 2020. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are considered conditional contributions and are recognized as income when qualifying expenditures have been incurred. Management believes the Organization met the conditions necessary to recognize these contributions as revenue as of June 30, 2020, based on its understanding of the requirements related to lost revenues. Management believes the position taken is a reasonable interpretation of the rules, subject to further clarification, which is expected from HHS.

Subsequent reports to HHS are required for the period ending December 31, 2020. On September 19, 2020 and October 22, 2020, HHS issued reporting requirements which revised the previous definition of qualifying expenditures related to lost revenue. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized related to lost revenues may change by a material amount. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

Paycheck Protection Program

On April 23, 2020, the Organization qualified for and received a loan in the amount of $1,467,800 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the CARES Act and the PPPHCE Act. The loan is unsecured, has a two-year term with a maturity date of April 2022, bears an annual interest rate of 1%, and shall be payable monthly with the first six monthly payments deferred. The principal amount of the PPP is subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, interest on mortgages, rent and utilities, incurred by the Organization.

The Organization has utilized $1,088,067 of the total available PPP for qualifying expenditures as of June 30, 2020 and anticipates utilizing the remaining funds in the first quarter of fiscal year 2021. It is the Organization's intent to apply for forgiveness at that time. Forgiveness is subject to the sole approval of the SBA. The Organization has chosen to follow the conditional contribution model for the PPP and has opted to not record any income until forgiveness is received. The full amount of the PPP received is reported as a refundable advance in the current liabilities section of the balance sheet at June 30, 2020.

COVID-19 Emergency Healthcare System Relief Fund Loan

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

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare, Medicaid managed care companies and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees.

Contributions

During 2020, the Organization adopted Financial Accounting Standards Board Accounting Standards Update (ASU) No. 2018-08, *Not-for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. ASU No. 2018-08 applies to all entities that receive or make contributions and clarifies the definition of transactions accounted for as an exchange transaction subject to applicable guidance for revenue recognition, and transactions that should be accounted for as contributions (non-exchange transactions) subject to the contribution accounting model.

Further, ASU No. 2018-08 provides criteria for evaluating whether contributions are unconditional or conditional. Conditional contributions specify a barrier that the recipient must overcome and a right of return that releases the donor from its obligation if the barrier is not achieved, otherwise the contribution is unconditional. Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. Conditional contributions received prior to incurring qualifying expenditures are reported as deferred revenue. The adoption of ASU No. 2018-08 was effective for the year ended June 30, 2020, and thus had no impact on the Organization's 2019 net assets, results of its operations, or cash flows. Prior to the adoption of ASU No. 2018-08, the Organization reported grant awards in net assets with donor restrictions, with releases from restriction when qualifying expenditures were incurred.

Contributions are reported as net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations as net assets released from restriction.

Functional Expenses

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

Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 3, 2020, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

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

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The Organization had working capital of $2,331,777 and $2,213,561 at June 30, 2020 and 2019, respectively. The Organization had average days (based on normal expenditures) cash and cash equivalents on hand (including investments and assets limited as to use for working capital) of 150 and 113 at June 30, 2020 and 2019, respectively.

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

	2020	2019
Cash and cash equivalents	$ 3,848,925	$ 1,368,835
Patient accounts receivable, net	1,650,543	1,890,683
Grants and other receivables	985,801	1,063,463
Financial assets available	6,485,269	4,322,981
Less net assets with donor restrictions	312,748	606,520
Financial assets available for general expenditure	$ 6,172,521	$ 3,716,461

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash on hand for operations of 30 days. At June 30, 2020, average days cash on hand was higher than the Organization's goal due to various COVID related relief payments disclosed in Note 1.

The Organization has a $1,000,000 line of credit, as discussed in more detail in Note 5. As of June 30, 2020, $550,000 remained available on the line of credit.

3. Patient Accounts Receivable

Patient accounts receivable consisted of the following as of June 30:

	2020	2019
Patient service accounts receivable	$ 2,977,166	$ 3,115,302
Contract 340B pharmacy program receivables	117,989	106,443
Total patient accounts receivable	3,095,155	3,221,745
Allowance for doubtful accounts	(1,444,612)	(1,331,062)
Patient accounts receivable, net	$ 1,650,543	$ 1,890,683

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The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	2020	2019
Medicare	15 %	13 %
Medicaid	22 %	26 %

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each individual payer. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows as of June 30:

	2020	2019
Balance, beginning of year	$ 1,331,062	$ 1,219,080
Provision for bad debts	681,463	380,456
Write-offs	(567,913)	(268,474)
Balance, end of year	$ 1,444,612	$ 1,331,062

The increase in the allowance is due to an increase in balances over 240 days old.

4. Property and Equipment

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

	2020	2019
Land	$ 81,000	$ 81,000
Building and leasehold improvements	5,165,754	5,125,647
Furniture and equipment	2,355,196	2,120,471
Total cost	7,601,950	7,327,118
Less accumulated depreciation	3,352,499	2,929,915
Property and equipment, net	$ 4,249,451	$ 4,397,203

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

5. Line of Credit

The Organization has a $1,000,000 line of credit demand note with a local banking institution subject to an annual review as of December 31. The line of credit is collateralized by all assets. The interest rate is LIBOR plus 3.5% (5.3% at June 30, 2020). There was an outstanding balance on the line of credit of $450,000 at June 30, 2020 and 2019.

The Organization has a 30-day paydown requirement on the line of credit. For the year ended June 30, 2020, the Organization received a waiver from the bank for the paydown requirement.

6. Long-Term Debt

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

	2020	2019
Note payable, with a local bank (see terms below)	**$ 1,598,648**	$ 1,634,694
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of $513, including interest at 1.00%, due July 2020, collateralized by all business assets	**518**	6,633
Total long-term debt	**1,599,166**	1,641,327
Less current maturities	**42,505**	46,368
Long-term debt, less current maturities	**$ 1,556,661**	$ 1,594,959

The Organization has a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, for $1,670,000 with NHHEFA participating in the lending for $450,000 of the note payable. Monthly payments of $8,595, including interest fixed at 3.76%, are based on a 25 year amortization schedule and are to be paid through April 2026, at which time a balloon payment will be due for the remaining balance. The note is collateralized by real estate.

Scheduled principal repayments of long-term debt for the next five years and thereafter follows as of June 30, 2020:

2021	$ 42,505
2022	43,616
2023	45,308
2024	46,912
2025	48,886
Thereafter	1,371,939
Total	$ 1,599,166

The Organization is required to meet an annual minimum working capital and debt service coverage debt covenants as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization was in compliance with all loan covenants at June 30, 2020.

7. Net Assets

Net assets were as follows as of June 30:

	2020	2019
Net assets without donor restrictions		
Undesignated	$ 462,368	$ 12,082
Designated for working capital	4,249,451	4,397,203
Total	$ 4,711,819	$ 4,409,285
Net assets with donor restrictions for specific purpose		
Temporary in nature		
Healthcare services	$ 80,961	$ 364,936
Child health services	130,429	140,226
Total	211,390	505,162
Permanent in nature		
Available to borrow for working capital as needed	101,358	101,358
Total	$ 312,748	$ 606,520

8. Patient Service Revenue

Patient service revenue follows for the years ended June 30:

	2020	2019
Gross charges	$18,001,613	$18,103,265
Contract 340B pharmacy revenue	1,508,541	1,553,866
Total gross revenue	19,510,154	19,657,131
Contractual adjustments	(6,016,154)	(7,174,190)
Sliding fee scale discounts	(2,020,443)	(1,939,415)
Total patient service revenue	$11,473,557	$10,543,526

Revenue from Medicaid accounted for approximately 55% and 53% of the Organization's gross patient service revenue for the years ended June 30, 2020 and 2019, respectively. No other individual payer represented more than 10% of the Organization's gross patient service revenue.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit and contractually obligated payment rates which may be less than the Organization's public fee schedule.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to $2,432,740 and $2,217,386 for the years ended June 30, 2020 and 2019, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

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9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed $285,796 and $309,981 for the years ended June 30, 2020 and 2019, respectively.

10. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2020, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

11. Lease Commitments

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

2021	$ 194,822
2022	178,451
2023	147,032
2024	94,357
Total	$ 614,662

Rent expense amounted to $226,805 and $223,302 for the years ended June 30, 2020 and 2019, respectively.

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Board List

Name	Title	Board Role
David Crespo	Field Consultant	Secretary
Angella Chen-Shadeed	Caregiver	Director
Dennis "Danny" Carlsen	Landlord	Director
David Hildenbrand	COO	Director
Madhab Gurung	Direct Support Professional	Director
Debra (Debbie) Manning	Health Care Consultant Software	Director
Gail Tudor	Assoc. Dean of Health Professions	Director
Obhed Giri	Home Care Assistant	Director
Kathleen Davidson	Atty	Chair
Richard Elwell	Consultant	Treasurer
Dawn McKinney	Policy Director	Director
Thomas Lavoie	Insurance Broker	Director
Christian Scott	Director of Talent Acquisition	Vice Chair
Jill Bille	CFO	Director
Oreste "Rusty" Mosca	Managing Director	Director

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Logan

Kristin Migliori, R.N.

EDUCATION

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

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

LICENSURE AND CERTIFICATIONS

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

PEDIATRIC NURSE PRACTITIONER STUDENT CLINICAL ROTATIONS

General Pediatrics, Tufts Floating Hospital for Children — Sept. '12- May '13

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

Joslin Diabetes Center, Pediatric and Adolescent Unit — Sept. '12- Dec. '12

- Assessed and adjusted individualized diabetes management of children with type 1 and type 2 diabetes, with a focus on the patient's developmental stage and opportunities for behavior change to maximize compliance with the regimen.

Child Health Services, Manchester NH — Dec. '12- May '13

- Performed routine well child and acute visits for newborns through adolescents in a nurse practitioner role. Conducted in-depth assessments of social, family, and medical history for all patients and collaborated with nutritionists and social workers to provide holistic care.

Elliot Pediatric Health Associates, Manchester NH — Jan. '12-May '13

- Performed routine well child and acute visits in a nurse practitioner role.
- Gained experience in specialty clinics at New Hampshire's Hospital for Children: nephrology, neurology, gastroenterology, pulmonary, developmental/behavioral health, and integrative medicine.

Pediatric Dermatology, MassGeneral Hospital for Children — Jan '12- May '13

- Collaborated with the medical team to provide consults and treatment plans for a variety of dermatological conditions, including: acne, atopic dermatitis, molluscum, and warts.

RELEVANT EXPERIENCE

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

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Nihada Ramic

PROFILE

Accomplished, hard-working highly analytical and technically skilled professional with proven ability to maintain precise records, known for accuracy and attention to detail, seeking to obtain a permanent position with a well reputable company to expand knowledge and grow professionally. Excellent organizational and problem-solving skills; motivated, passionate and very enthusiastic when taking on new challenges.

OPERATIONS AND TECHNICAL EXPERIENCE

PERFECT FIT INDUSTRIES LLC.

Logistics Coordinator/Administrative Assistant/Group Leader **2013 -- 2016**

- Efficient, organized and detail-oriented
- Computer literate and proficient in Microsoft Office as well as company programs.
- Enthusiastic and eager to learn
- Resourceful, dependable and effective in multitasking
- Discreet and ethical
- Strong analytical and problem solving skills
- Proven leadership skills resulting in quality production and maintaining a positive work environment
- Able to maintain records, and perform other administrative duties
- Outstanding oral and written communication skills

Tasks Included: Scheduling and managing shipments; collaborating with third parties and ensuring company meets all necessary vendor guidelines as well as preparing corresponding billing documents.

CONNECTICUT MULTISPECIALTY GROUP

Accounting Assistant (Medical Billing) **2005 – 2009**

- Able to monitor and administer numerous customer accounts
- Investigate and resolve billing and account discrepancies
- Manage and resolve customer inquiries
- Ability to prioritize tasks and ensure projects are completed in a timely manner
- Strong data entry skills

EDUCATION

SAINT JOSEPH COLLEGE, WEST HARTFORD, CT

Bachelor of Arts in International Studies (Magna Cum Laude) **May 2010**
Concentration: Economy, History and Polity

CITY UNIVERSITY, LONDON, UNITED KINGDOM

Study Abroad **May-July 2009**

TOOLS / SKILLS: Microsoft Office Suite: MS Word, MS PowerPoint, MS Excel and Other Programs
LANGUAGE: Proficient in Bosnian, German, and working knowledge of Spanish

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Nihada Ramic

REFERENCES:

WORK REFERENCES:

Adrienne Gelinas (Supervisor, Perfect Fit Industries LLC.)	(603) 485-7161 x310
Jennifer Cavanaugh (Manager, Perfect Fit Industries LLC.)	(603) 485-7161 x314
Kenneth Boranian (Manager, Perfect Fit Industries LLC.)	(603) 485-7161
Sakina Ghouita (Co-worker, Perfect Fit Industries LLC.)	(603) 264-3987

EDUCATION REFERENCES:

Dr. Shyamala Raman (University of Saint Joseph)	shyamram1946@gmail.com

PERSONAL REFERENCES:

Mirela Grebic	(603) 858-7008
Almira Zukanovic	(603) 858-6905

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Vanessa Toro Caraballo ASN, RN

Objective

Position as a Registered Nurse in your Community Health Care Setting

Skill Highlights

- Conduct comprehensive head to toe assessment
- Obtain vital signs and patient history
- Administer medication and injections and perform treatments per physician orders
- Communicate patient information with assigned staff during and between shifts
- Maintain confidentially and protect sensitive Protected Health Information (PHI) at all times

Education and Training

- Bachelors of Science in Nursing, Sept 2018 (Anticipation graduation date May 2020)
- Associate of Science in Nursing, May 2016 - April 2018
  St. Joseph School of Nursing, Nashua, NH
- General Studies September 2015 - May 2016
  Manchester Community College, Manchester, NH
- Medical Assistant, April 2011
  Hesser College
  Medical Assistant Diploma

Clinical Experience

- Crestwood Nursing Home, Assisted Living
- St. Joseph Hospital, Rehabilitation
- Catholic Medical Center, Medical/Surgical Unit
- St. Joseph Hospital, Medical/Surgical Unit/Telemetry Unit

Professional Experience

Registered Nurse, ASN
August 2018 to November 2018
Catholic Medical Center Medical Surgical Floor- Manchester, NH
Responsible for managing the care of the adult or elderly patient experiencing general medical conditions or general surgical procedures, which require general assessments, general therapies and interventions.

Registered Medical Assistant
December 2013 to Current
Manchester Community Health Center - Manchester, NH
Assist physicians in providing care to patients with a variety of health conditions. Prepare patients to see provider, collect and record health history. Prepare rooms based on reason for visits. Anticipate provider's needs and follow through on treatment protocols. Obtain vital signs, administer injections, order laboratory studies, schedule follow up appointments and make patient phone calls to follow up on no show visits.

Certifications

- BLS expires 11/2020

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Myriam Reyes

Medical Assistant and Phlebotomist

Work Experience

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

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

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

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

Cashier
7 Eleven - Manchester, NH
2012 to 2012

Education

Certified Medical Assistant
Seacoast Career School - Manchester, NH

New England EMS Institute - Manchester, NH

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

Skills

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

Certifications/Licenses

Phlebotomy

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May 2018 to May 2019

CPR/First Aid
December 2017 to December 2019

Additional Information

Skills/Expertise

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

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

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Yarimar Borrero

OBJECTIVE

Motivated, reliable, bilingual fluency in both English and Spanish individual seeking a Medical Assisting position where I can utilize my skills and experience to ensure utmost comfort for patients

EDUCATION

Manchester Community College — Manchester, NH

Associate of Science Degree: Medical Assisting — *May 2015*

Relevant Coursework

- Medical Law & Ethics
- Human Body
- Pharmacology
- Clinical Lab Procedures I & II
- Nutrition

RELEVANT EXPERIENCE

Manchester OB/GYN Associates — Manchester, NH

- Completed two hundred hours of internship
- Prepared patients to see medical provider and collected vital signs and update health history
- Assisted provider with procedures and patient's follow-up routines
- Cleaned and stocked rooms with necessary supplies
- Washed and sterilized contaminated instruments
- Observed special procedures to gain analytical and technical skills

EMPLOYMENT EXPERIENCE

Wendy's Fast Food Company — Manchester, NH

Cashier — *February 2013 – Present*

- Taking customers' orders and processed payments
- Preparing and serving ordered food to customers
- Gained outstanding efficiency in performing multiple job tasks at once
- Showcased excellent customer service skills and coordination with team members and supervisors

CERTIFICATION

- CPR & AED for American Heart Association BLS for Healthcare Providers Program
- First Aid- American Academy of Orthopedic Surgeons
- Blood borne Pathogens- American Academy of Orthopedic Surgeons

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Starla Hamill

PROFESSIONAL SUMMARY

Highly dedicated and reliable Residential Care Staff with an excellent work ethic. Adept at handling unpleasant and tense interpersonal situations with the highest degree of professional courtesy charm and Altruism. Critical thinker with a natural tendency to make wholistic decisions. Exceptional researcher into resident and family histories to determine the best individually tailored treatment.

CORE STRENGTHS

- Management
- Result-oriented
- Time Management
- Adaptable
- Leadership
- Meticulous
- Communication
- Altruistic
- Resourceful
- Team player
- Flexible
- Project Management

WORK EXPERIENCE

Direct Care Staff 2012 – Present

- Responsible for direct oversight of the women and children.
- Managed family daily activities.
- Managed behaviors, standard operating procedures and the administration of medications.
- Development of daily basic independent living skills, i.e., laundry, chores, personal hygiene, dress code and shopping.
- Handled all appointments for women and children.
- Transport residents to and from all meeting and appointments.
- Responsible for quality assurance of the facility and landscape.
- Managed culinary team.
- Assisted with the family restoration process.
- Acted as court liaison for women when needed.
- Coached women and children.
- Managed gift-in-kind donations and donor relationships.
- Assisted parents in educational decisions and any special services needed.
- Acting MOD (Manager On Duty) regularly.

Objective: Seeking an opportunity that will allow me to grow and be impacted by

Educational

HS Diploma
Some College

References will furnished upon request

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MIRNESA TALETOVIC, RN, BSN

Professional Summary

Fourteen years of experience in primary care. Maintain strong reputation for quality care. Very motivated, reliable, dedicated and compassionate registered nurse and clinical leader.

Licenses

Basic Life Support (BLS) Certification

CPR certified through American Heart Association

Registered Nurse in the State of New Hampshire,
License number 068021-21

Skill Highlights

- Bi-lingual in English and Bosnian
- Culturally sensitive
- Strong medical ethic
- Exceptional listener and communicator
- Flexible team player
- Goal-driven leader
- Results-driven achiever
- Productive worker
- Dependable
- Responsible
- Loyal and dedicated manager
- Confident, hard-working employee
- Knowledge-hungry learner

Professional Experience

Director of Clinical Services Nov 2018 to current

Amoskeag Health (Former MCHC)- Manchester, NH
Oversight of Medical Assistants and Nursing staff across five sites. Responsible for Clinical Operations (infection control, immunization management, specialty nursing, clinical equipment/supplies/workflows etc)

Clinical Nurse Manager Sep 2015 to Nov 2018

Manchester Community Health Center — Manchester, NH

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Managing 20 direct reports across four clinical sites. Responsible for clinical operations. Head of Infection control committee. Part of safety, operations, management, quality committees.

MA Manager — Sep 2013 to Sep 2015

Manchester Community Health Center — Manchester, NH
Managing 23 direct reports across three clinical sites. In charge of vaccine oversight at three sites. Working with part time provider as team nurse. Excellent team leader. Great at multitasking and work well under stress.

Patient Care Coordinator — Aug 2009 to Sep 2013

Manchester Community Health Center — Manchester, NH
Completed daily/ monthly reports. Provided EMR and CPS trainings to new employees. Worked on referral/outstanding order clean up.

Medical Assistant — Aug 2007 to Aug 2009

Manchester Community Health Center — Manchester, NH
Disciplined, energetic employee who quickly establishes rapport with patients and colleagues. Performed vital signs, roomed patients, assisted with procedures, etc.

Medical Records Assistant — Dec 2006 to Aug 2007

Manchester Community Health Center — Manchester, NH
Scanned documents using the electronic Docutrack system. Filed documents in paper charts. Interpreted and worked as Medical Assistant during staff shortage.

Sales Associates — Jun 2005 to Mar 2006

Macy's Department Store — Bedford, NH
Provided excellent customer service as sales associates. Greeted customers.

Education and Training

Diploma, Medical Assistant — 2006
Hesser College —Manchester, NH , Hillsborough
3.83 GPA

Associate of Science, Nursing — 2013
Manchester Community College — Manchester, NH, Hillsborough

Bachelor of Science, Nursing — 2018
SNHU-Manchester, NH, Hillsborough
Graduation 2018
GPA 3.97

Alpha Sigma Lambda member since
2018

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J. GAVIN MUIR

EDUCATION

PRINCETON UNIVERSITY, Princeton, NJ
M.S. in Ecology and Evolutionary Biology, 1991
Senior Thesis: "The Mating and Grazing Habits of Feral Horses on Shackleford Banks"

TEMPLE UNIVERSITY SCHOOL OF MEDICINE, Philadelphia, PA
M.D. 1995

SOUTHERN COLORADO FAMILY MEDICINE RESIDENCY,
Pueblo, CO, July 1995- June 1998

EXPERIENCE

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Family Practice Physician, March 2011--current

Medical Director, September 2000 - March 2011

Family Practice Physician, August 1998 – September 2000

ELLIOT HOSPITAL, Manchester, NH
Medical Director of Peer Review, 2008 - present

ELLIOT HOSPITAL, Manchester, NH
Chair, Department of Medicine, 2006 - 2008

LICENSURE & CERTIFICATION

New Hampshire State Medical License	6/30/2012
DEA Certification	1/31/2012
ABFM Board Certified	12/31/2015

NALS/PALS/ALSO certified
Active Staff, Elliot Hospital, Manchester, NH

MEMBERSHIPS

The American Academy of Family Physicians
American Medical Association
New Hampshire Medical Society

AWARDS

New Hampshire Union Leader *Forty Under 40*. 2006
New Hampshire Academy of Family Physicians' Physician of the Year, 2013

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Pueblo, CO, July 1995- June 1998

EXPERIENCE

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Family Practice Physician, March 2011- current

Medical Director, September 2000 - March 2011

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American Medical Association
New Hampshire Medical Society

AWARDS

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New Hampshire Academy of Family Physicians' Physician of the Year, 2013

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MAUREEN A. CASSIDY, MSN, RN

SUMMARY OF SKILLS

Compassionate and dedicated Registered Nurse with 23 + years of successful experience in the health care industry. Exceptional clinical, didactic, and leadership skills. Successful in managing time, prioritizing tasks, and exercising the sound judgment required to improve the quality of patient care. Currently seeking a senior management position which will effectively utilize all acquired skills, abilities and areas of knowledge.

EMPLOYMENT HISTORY

Lakes Region General Health Care, Laconia, NH
Director of Patient Care Services and Clinical Education

September, 2018 – August,2019

- Oversees and coordinates the daily operations of all inpatient care services provided by LRGHealthcare (Lakes Region General Hospital and Franklin Region General Hospital). Total number of Inpatient beds equal to 99 on the Lakes Campus. Total number beds equal to 21 inpatient beds at Franklin Region (Critical Access hospital).
- Oversees the daily operations of Respiratory Services. Responsible for 24 FTEs.
- Oversees the daily operations of the Clinical Education department. Responsible for 10 FTEs.
- Oversees all Inpatient Nurse Managers, oversight of Critical Care units, Medical Surgical Units and Behavioral Medicine.
- Oversees the daily operations of the Ambulatory Hematology-Oncology unit and Infusion-Transfusion Unit. Responsible for 15 FTEs.
- Oversees competencies for all RNs in the Practice Management of LRGHealthcare.
- Created and implemented Safety Companion role and program to ensure the safety of high risk patients.
- Created an LNA Apprentice program in collaboration with Lakes Region Community College. Initial class scheduled for spring, 2019.
- Created RN Preceptorship program and successfully instituted a Preceptor Differential policy.
- Responsible for nursing policies and advancing strategic goals of Nursing.
- Serves as a role model of clinical excellence and demonstrates current technical and therapeutic skills applicable to appropriate patient populations.

Lakes Region General Health Care, Laconia, NH
Director of Obstetrics and Respiratory Care Services

October, 2016 - present

- 280 -300 deliveries per year.
- Responsible for eight LDRPs, two triage beds, one OR suite, and a Level one Nursery.
- Responsible for the Childbirth Education program and the Lactation division.
- Responsible for two Respiratory divisions and two Pulmonary Function Labs.

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- Responsible for departments on two campuses.
- Total-budget responsibility for six cost centers.
- Initiated cost saving measures and implemented LEAN projects in all assigned departments. Saved two million dollars from annual budget.
- Improved staffing models in all assigned departments.
- Implemented Team STEPPs, Unit Based Practice Councils, and shared decision-making.
- Achieved 95% success rate for nurse certification in the S.T.A.B.L. E Program.
- Achieved 95% success rate for nurse certification in PCEP.
- Achieved 100% success rate for Respiratory therapist in the certification of NRP.
- Initiated an education collaborative with LRGH emergency department, community EMS, Family Birth Place and Respiratory therapy.

Lowell General Hospital, LOWELL, MA
Charge Nurse, Woman's Health Obstetrical and Gynecological Group
April, 2015- October, 2016

- Functions as full-time Registered Nurse in a multi-cultural outpatient setting.
- Collaborates with physicians, certified nurse midwives, ancillary departments and executive management to ensure optimal patient care.
- Functions as Charge Nurse of two ambulatory care practices.
- Assists in supervising Medical Assistants, Front Office and Billing departments.
- Conducts prenatal patient care and education.
- Triages patient phone calls.
- Maintains and completes all necessary charting via electronic documentation.

Massachusetts Institute of Technology, Cambridge, MA
Registered Nurse, MIT Medical Obstetrical and Gynecological Group
November, 2014-March, 2015.

- Functioned as full-time Registered Nurse in a multi-cultural campus setting..
- Collaborated with physicians, certified nurse midwives, ancillary departments and executive management to ensure optimal patient care
- Conducted all prenatal patient assessment, initial practice visits and education.
- Triaged patient phone calls.
- Maintained and completed all necessary charting via electronic documentation.

Brigham and Women's Hospital, Boston, MA
Registered Nurse, Brigham and Women's Obstetrical and Gynecological Group
June 2007 – November 2012

- Functioned as full-time Registered Nurse in ambulatory practice.
- Collaborated with physicians, ancillary departments and executive management to ensure optimal patient care.
- Assisted in the opening of new satellite practice in Foxboro, MA.
- Implemented telephonic prenatal assessment option.
- Conducted prenatal patient assessments, education, and initial practice visits..

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- Maintained and completed all necessary charting via electronic documentation.
- Conducted monthly audits of patient charts to ensure compliance with Joint Commission's regulations.

Winchester Hospital, Winchester, MA *April, 2002- June 2007*
Registered Nurse, Maternal-Child Unit

- Functioned as primary nurse on 28-bed unit.
- Proficient in Mother/Baby couplet care, newborn medication administration, newborn assessment/daily care, and care of prenatal, antepartum, and postpartum mother.
- Completed training as charge nurse of Newborn nursery and Post-Partum units.
- Completed cross-training to Labor & Delivery in September, 2006.
- Completed cross-training to Special Care nursery in March, 2007.
- Worked as a designated Magnet Champion.
- Assisted in successfully obtaining Magnet accreditation to the first community hospital in Massachusetts.

Mount Auburn Hospital, Cambridge, MA *November, 1999-April, 2002*
Endoscopy Nurse, Endoscopy Unit

- Trained to assist Gastroenterologists during colonoscopy, endoscopy, flexible sigmoidoscopy, and bronchoscopy procedures.
- Responsible for obtaining accurate health assessments.
- Proficient in intravenous line insertion.
- Trained in administering conscious sedation therapy.

Beth Israel Deaconess Medical Center, Boston, MA *April, 1999-November, 1999*
Clinical Nurse

- Functioned as primary nurse and associate nurse on a 36-bed Medical/Surgical Unit.
- Provided culturally sensitive care to a diverse population with a wide range of illness, including HIV, substance abuse, and Alzheimer's disease.
- Maintained communication with members of the multidisciplinary team regarding unit operations and patient care issues.
- Obtained knowledge regarding administering chemotherapeutic agents and computerized documentation.

Cambridge Hospital, Cambridge, MA *November, 1995-April, 1999*
Clinical Nurse

- Functioned as primary and associate nurse on a 29-bed Medical/Surgical Unit.
- Developed individualized nursing care plans based on functional health assessment.
- Functioned as preceptor for nursing students.
- Trained peers in using computerized nursing documentation.
- Participated in development of the computerized nursing documentation system.

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VNA Care Network, Inc. *June, 1997-November, 1998*
Hospice Nurse

- Functioned as member of interdisciplinary team that provided continuum of care for patients with life-limiting illnesses in their homes.
- Trained in pain management, symptom control, and Hospice Care.
- Provided care for patients and their families, focusing on comfort and management of physical, emotional, and spiritual needs.

EDUCATION

Chamberlain College of Nursing *July, 2011- December, 2013*

- Masters of Science in Nursing, Nurse Executive concentration
- Graduated Magna Cum Laude
- Completed full semester of Leadership preceptorship at Exeter Hospital, Exeter, New Hampshire
- Developed the Just Culture education for Nursing Directors and managers at Exeter Hospital and assisted in the implementation in the Nursing Peer review process
- Assisted Exeter Hospital in successfully achieving initial Magnet accreditation

Chamberlain College of Nursing *September, 2008- October, 2009*

- Bachelors of Science in Nursing
- Achieved President's Honors

Somerville Hospital School Of Nursing *September, 1991-June, 1995*

- Completed diploma program, pre-licensure coursework

PROFESSIONAL CERTIFICATIONS, MEMBERSHIPS, AND LICENSURES

- Current RN licensure in Massachusetts and New Hampshire
- BLS and AED certified (9/30/2013 to present)
- Neonatal Resuscitation (9/10/2017 to present)
- S.T.A.B.L.E Transport program certification (7/2016 to present)
- Member of Association of Women's Health, Obstetrical and Neonatal Nurses (3/2007 to present).
- Completed full semester of Leadership preceptorship at Exeter Hospital, Exeter, New Hampshire
- Member of the Massachusetts Nurse Association (6/2008 to 6/2012).
- Basic Fetal Monitoring training and certification (6/2007).
- Advanced Fetal Monitoring training and certification (6/2007).
- Multiple breastfeeding education activities completed (4/16/2002-6/2/2007)

REFERENCES

References available upon request

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Kristin Fossum

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

EDUCATION:

New Hampshire Community Technical College
15 Early Childhood Education Credits

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

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

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

Worked as nurse? medical setting? children vs parents

WORK EXPERIENCE:

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

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

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

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

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

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

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

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Dorice E. Reitchel, CNM, ARNP, MSN

Education

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

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

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

Nurse Midwifery Experience

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

Nurse Midwifery School Clinical Experience

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

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

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

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

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

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

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Dorice E. Reitchel, CNM, MSN

Maternal & Child Registered Nurse Experience

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

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

Relevant Experience

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

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

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

Awards & Affiliations

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

Other

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

Appendix D

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Amoskeag health

Program: Family Planning Services RFP-2022-DPHS-07-REPRO

Budget Period: 7/1/21 - 12/31/21

A	B	C	D	E	E	F
Position Title	**Current Individual in Position**	**Projected Hrly Rate as of 1st Day of Budget Period**	**Hours per Week**	**Amnt Funded by this program for Budget Period**	**Amnt Funded by other sources for Budget Period**	**Site***
Example:						
Program Coordinator	Sandra Smith	$21.00	40	$43,680	$43,680	
Administrative Salaries						
Chief Medical Officer	Gavin Muir	$143.29	40	$931	$148,091	Elm
Chief. Nursing Officer/ Chief Compliance Officer	Maureen Cassidy	$74.52	40	$484	$77,016	Hollis
Director of Clinical Services	Mirnesa Taletovic	$46.21	40	$300	$47,758	Elm
Front Office Check in Staff	Starla Hamill	$16.27	40	$1,904	$15,017	Elm
Total Admin. Salaries				$3,619	$287,882	
Direct Service Salaries						
Medical Assistant	Yarimar Borrero Rodriguez	$19.00	30	$2,223	$12,597	Elm
Medical Assistant	Myriam Reyes	$18.50	40	$1,082	$18,158	Tarrytown
Nurse	Kristin Fossum	$31.17	34.25	$810	$26,947	Elm
Nurse	Vanessa Toro-Caraballo	$32.00	40	$1,664	$31,616	Elm
Nurse Practitioner	Kristin Logan	$54.56	21	$1,419	$28,371	Elm
Certified Nurse Midwife	Dorice Reitchel	$62.83	30	$8,168	$40,839	Tarrytown
Project Assistant	Nihada Ramic	$16.86	20	$877	$7,890	Elm
Total Direct Salaries				$16,243	$166,418	
Total Salaries by Program				$19,862	$454,300	
Benefits 17.03%				$3,382	$77,368	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.

*Please list which site(s) each staff member works at, if your agency has multiple sites.

Appendix D

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Amoskeag health

Program: TANF

Budget Period: 7/1/21 - 12/31/21

A	B	C	D	E	E	F
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Amnt Funded by this program for Budget Period	Amnt Funded by other sources for Budget Period	Site*
Example:						
Program Coordinator	Sandra Smith	$21.00	40	$43,680	$43,680	
Administrative Salaries						
Total Admin. Salaries				$0	$0	
Direct Service Salaries						
Nurse	Kristin Fossum	$31.17	34.25	$3,242	$24,515	Elm
Total Direct Salaries				$3,242	$24,515	
Total Salaries by Program				$3,242	$24,515	
Benefits 22.12%				$717	$5,423	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.

*Please list which site(s) each staff member works at, if your agency has multiple sites.

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

June 28, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend existing contracts with the vendors listed in bold below for family planning services, by decreasing the total price limitation by $18,615 from $6,740,866 to $6,722,251 with no change to the contract completion dates of June 30, 2021 effective upon Governor and Council approval. 100% General Funds.

The original contracts and subsequent amendments were approved by Governor and Council as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Amoskeag Health	**157274 -B001**	**Manchester, NH**	**$530,172**	**($556)**	**$529,616**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Community Action Program – Belknap Merrimack Counties, Inc.	177203 -B003	Concord, NH	$773,790	$0	$773,790	O: 11/08/2017 Item #21A A01: 8/14/2018
Concord Hospital, Inc. Family Health Center	**177653 -B011**	**Concord, NH**	**$518,196**	**($453)**	**$517,743**	**O: 11/08/2017 Item #21A A01: 8/14/2018 A02: 06/19/19 Item #78F A03: 12/18/19 Item #16**
Coos County Family Health	**155327 -B001**	**Berlin, NH**	**$314,540**	**($1,052)**	**$313,488**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**

Equality Health Center	**257562 -B001**	**Concord, NH**	**$359,600**	**($619)**	**$358,981**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Joan G. Lovering Health Center	**175132 -R001**	**Greenland, NH**	**$445,792**	**($102)**	**$445,690**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Lamprey Health Care	**177677 -R001**	**Nashua, NH**	**$925,204**	**($2,276)**	**$922,928**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Mascoma Community Health Care, Inc.	283136 -B001	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177528 -R002**	**Colchester, VT**	**$2,296,000**	**($13,557)**	**$2,282,443**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
White Mountain Community Health Center	174170 -R001	Conway, NH	$377,572	$0	$377,572	O: 11/08/2017 Item #21A A01: 06/26/19 Late Item #A
		Total:	**$6,740,866**	**($18,615)**	**$6,722,251**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to reduce funding for contractors funded through the family planning program in order to allow the Department to fund the Family Planning Program database.

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse. Approximately 14,000 individuals will be served from July 1, 2020 to June 30, 2021.

The Family Planning Program database is essential to programmatic activities, performance, and required for program evaluation. In the past, the database was funded solely through federal funds. However, federal regulations do not allow the use of federal funds for this database.

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

The Department will continue monitoring contracted services using the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the Department will be unable to fund the Family Planning Program database, which is essential to programmatic activities, performance, and required program evaluation. Without the Family Planning Program database, the program will not be in federal compliance with the Office of Population Affairs Title X program requirements, which could result in program would losing federal funding.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

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

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

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

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

Concord Hospital Vendor ID #177653-B011

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

[redacted]

Family Planning Fiscal Details

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

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$132,548*	*$0*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

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

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

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$199,896*	*$0*	*$199,896*

Lamprey Health Care — Vendor ID #177877-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$403,164*	*$0*	*$403,164*

Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$219,850	$0	$219,850

Mascoma Community Health Center			Vendor ID #283136-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$154,764	$0	$154,764

AU 5530 TOTALS:	$2,385,022	$0	$2,385,022

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

Concord Hospital				Vendor ID #177653-B011		PO 1059188
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$96,517	$0	$96,517
2021	102-500731	Contracts for Program Services	90080208	$96,517	($453)	$96,064
			Subtotal:	*$193,034*	*($453)*	*$192,581*

Coos County Family Health Center				Vendor ID #155327-B001		PO 1069366
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$66,274	$0	$66,274
2021	102-500731	Contracts for Program Services	90080208	$66,274	($1,052)	$65,222
			Subtotal:	*$132,548*	*($1,052)*	*$131,496*

Family Planning Fiscal Details

Equality Health Center				Vendor ID #257562-B001		PO 1069192
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$78,400	$0	$78,400
2021	102-500731	Contracts for Program Services	90080208	$78,400	($619)	$77,781
			Subtotal:	*$156,800*	*($619)*	*$156,181*
Joan G. Lovering Health Care				Vendor ID #175132-R001		PO 1069193
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$99,948	$0	$99,948
2021	102-500731	Contracts for Program Services	90080208	$99,948	($102)	$99,846
			Subtotal:	$199,896	($102)	$199,794
Lamprey Health Care				Vendor ID #177677-R001		PO 1069349
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$201,582	$0	$201,582
2021	102-500731	Contracts for Program Services	90080208	$201,582	($2,276)	$199,306
			Subtotal:	*$403,164*	*($2,276)*	*$400,888*
Amoskeag Health		Vendor ID #157274-B001				PO 1069352
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$109,925	$0	$109,925
2021	102-500731	Contracts for Program Services	90080208	$109,925	($556)	$109,369
			Subtotal:	*$219,850*	*($556)*	*$219,294*
Planned Parenthood of Northern New England				Vendor ID #177528-R002		
100% General Funds						PO 1069194
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$874,000	$0	$874,000
2021	102-500731	Contracts for Program Services	90080208	$874,000	($13,557)	$860,443
			Subtotal:	*$2,296,000*	*($13,557)*	*$2,282,443*
			AU 5530 TOTALS:	$3,601,292	($18,615)	$3,582,677

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES						
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds						
FUNDER: US DHHS Administration for Children and Families						
Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*
Concord Hospital Vendor ID #177653-B011						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*
Coos County Family Health Center Vendor ID #155327-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*
Equality Health Center Vendor ID #257562-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Joan G. Lovering Health Care Vendor ID #175132-R001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500

2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care	Vendor ID #177677-R001					
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health	Vendor ID #157274-B001					
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center	Vendor ID #283136-B001					
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center	Vendor ID #174170-R001					
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6148 TOTAL:	$754,552	$0	$754,552
			Totals	$6,740,866	($18,615)	$6,722,251

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Family Planning Services

This 3rd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Amoskeag Health (formerly Manchester Community Health Center), (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 145 Hollis Street, Manchester NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), as amended on June 19, 2019, (Late Item #78), and as amended on December 18, 2019, (Item # 16), 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, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read:

   Amoskeag Health

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

   $529,616.

3. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Exhibit B-2, Exhibit B-3, Exhibit B-4, Exhibit B-5 Budget Amendment #2, Exhibit B-6 Budget Amendment #3, Exhibit B-7 Budget Amendment #2 and Exhibit B-8, Budget Amendment #2.

4. Modify Exhibit B-6 Amendment #2 Budget, Family Planning Funds, State Fiscal Year 2021 by replacing in its entirety with Exhibit B-6 Amendment #3 Budget, Family Planning Funds, State Fiscal Year 2021, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. 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

5-22-2020
Date

Name: Lisa Morris
Title: Director

Amoskeag Health

05/20/20
Date

Name:
Title: Kris McCracken, President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

May 28, 2020
Date

J Christopher Marshall
Name:
Title:

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 B-6 - Amendment #3 Budget
Family Planning Funds

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

Bidder/Program Name: Amoskeag Health

Budget Request for: Family Planning Services

Budget Period: July 1, 2019 - June 30, 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 90,187.38	$ 8,016.74	$ 98,184.12	$ -	$ 8,016.74	$ 8,016.74	$ 90,187.38	$ -	$ 90,187.38
2. Employee Benefits	$ 17,221.82	$ 1,722.18	$ 18,943.78	$ -	$ 1,722.18	$ 1,722.18	$ 17,221.82	$ -	$ 17,221.82
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 1,330.00	$ 133.00	$ 1,463.00	$ -	$ 133.00	$ 133.00	$ 1,330.00	$ -	$ 1,330.00
Medical	$ 400.00	$ 40.00	$ 440.00	$ -	$ 40.00	$ 40.00	$ 400.00	$ -	$ 400.00
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 250.00	$ 25.00	$ 275.00	$ -	$ 25.00	$ 25.00	$ 250.00	$ -	$ 250.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 109,389.20	$ 10,936.92	$ 120,326.12	$ -	$ 10,936.92	$ 10,936.92	$ 109,389.20	$ -	$ 109,389.20
Indirect As A Percent of Direct		10.00%						0%	

Contractor Initials: KF

Date: 05/20/20

DEC05'19 PM 2:26 DAS

16 mar

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

December 3, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **retroactively** amend an existing agreement with the vendors listed below in **bold**, to provide Family Planning Services, by increasing the price limitation by $1,200,000 from $5,540,866 to $6,740,866, effective July 1, 2019, with no change to the completion date of June 30, 2021, upon Governor and Executive Council approval. 100% General Funds.

Seven (7) of the ten (10) vendors, which includes Planned Parenthood of Northern New England (PPNNE), have attested to their inability to participate in the Title X program as recent federal regulations inhibit their ability to provide a full range of family planning services. Six (6) vendors do not see an increase in their overall budget as General Funds will backfill their existing budgets. PPNNE will receive additional General Funds to restore their federal Title X award to allow them to continue to provide comprehensive family planning services.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Decrease Amount – Federal Funds	Increased Amount- General Funds	Revised Modified Budget	G&C Approval
Amoskeag Health	**157274-B001**	**Manchester, NH**	**$530,172**	**($105,894)**	**$105,894**	**$530,172**	**O: 11/08/2017 A01: 06/19/19 Item #78F**
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	$773,790	$0	$0	$773,790	O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$518,196**	**($92,978)**	**$92,978**	**$518,196**	**O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A**
Coos County Family Health	**155327-B001**	**Berlin, NH**	**$314,540**	**($63,844)**	**$63,844**	**$314,540**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Equality Health Center	**257562-B001**	**Concord, NH**	**$359,600**	**($75,524)**	**$75,524**	**$359,600**	O: 11/08/2017 Item #21A **A02: 06/26/19 Late Item #A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$445,792**	**($96,282)**	**$96,282**	**$445,792**	O: 11/08/2017 Item #21A **A02: 06/26/19 Late Item #A**
Lamprey Health Care	**177677-R001**	**Nashua, NH**	**$925,204**	**($194,190)**	**$194,190**	**$925,204**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Mascoma Community Health Care, Inc.	283136-B001	Canaan, NH	$200,000	$0	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177528-R002**	**Colchester, VT**	**$1,096,000**	**$0**	**$1,200,000**	**$2,296,000**	**O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A**
White Mountain Community Health Center	174170-R001	Conway, NH	$377,572	$0	$0	$377,572	O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A
		Total	**$5,540,866**	**($628,712)**	**$1,828,712**	**$6,740,866**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **retroactive** because funds anticipated to be available in Fiscal Year 2020 were not yet appropriated in the operating budget due to the continuing resolution; funds became available on September 25, 2019.

The purpose of this request is to implement section 902010-5530 of HB3. These general funds will supplant federal Title X funding allowing the New Hampshire Family Planning Program (NHFPP) to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations.

The funding change is due to changes in federal regulation of the Title X program. Seven of the ten Title X agencies have attested that they will no longer participate in the Title X program (as of July 1, 2019) as the federal rule change limits their ability to provide a full range of family planning services including limiting their ability to refer patients for abortion services. Two agencies have attested that they will continue to provide services under Title X. One agency, Mascoma Community Health Care has notified DHHS that they will no longer participate in the NH family planning program as of July 1, 2019. In accordance with HB3, this contract utilizes general funds to replace federal funds. Other than NH DHHS, the only agency that contracted directly with the federal gov't for Title X funding was PPNNE (PPNNE does not receive federal funds through DHHS). As PPNNE is no longer accepting Title X federal funds, PPNNE will receive additional general funds of $1.2M in accordance with HB3.

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

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

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

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

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

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

Area served: Statewide

Source of Funds: 100% General Funds.

In the event that the Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

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

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

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

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

Concord Hospital Vendor ID #177653-B011

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
2021	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
			Subtotal:	*$286,012*	*($92,978)*	*$193,034*

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

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
2021	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
			Subtotal:	*$196,392*	*($63,844)*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
2021	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
			Subtotal:	*$232,324*	*($75,524)*	*$156,800*

Family Planning Fiscal Details

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

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
2021	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
			Subtotal:	*$296,178*	*($96,282)*	*$199,896*

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
2021	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
			Subtotal:	*$597,354*	*($194,190)*	*$403,164*

Amoskeag Health — Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
2021	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
			Subtotal:	$325,744	($105,894)	$219,850

Mascoma Community Health Center — Vendor ID #283136-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$154,764	$0	$154,764

AU 5530 TOTALS:	$3,013,734	($628,712)	$2,385,022

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

Concord Hospital			Vendor ID #177653-B011			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
2021	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
			Subtotal:	*$100,056*	*$92,978*	*$193,034*

Coos County Family Health Center			Vendor ID #165327-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
2021	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
			Subtotal:	*$68,704*	*$63,844*	*$132,548*

Equality Health Center			Vendor ID #257562-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
2021	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
			Subtotal:	*$81,276*	*$75,524*	*$156,800*
Joan G. Lovering Health Care			Vendor ID #175132-R001			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
2021	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
			Subtotal:	$103,614	$96,282	$199,896
Lamprey Health Care			Vendor ID #177677-R001			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
2021	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
			Subtotal:	*$208,974*	*$194,190*	*$403,164*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
2021	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
			Subtotal:	*$113,956*	*$105,894*	*$219,850*
Planned Parenthood of Northern New England			Vendor ID #177528-R002			

100% General Funds						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
2021	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
			Subtotal:	*$1,096,000*	*$1,200,000*	*$2,296,000*
			AU 5530 TOTALS:	$1,772,580	$1,828,712	$3,601,292
05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTA						
TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY						
ASSISTANCE TO NEEDY FAMILIES						
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds						
FUNDER: US DHHS Administration for Children and Families						
Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*
[redacted]						
Concord Hospital Vendor ID #177653-B011						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*
[redacted]						
Coos County Family Health Center Vendor ID #155327-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*
[redacted]						
Equality Health Center Vendor ID #257662-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

Family Planning Fiscal Details

2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Joan G. Lovering Health Care		Vendor ID #176132-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care		Vendor ID #177677-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center		Vendor ID #283136-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center		Vendor ID #174170-R001				

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6146 TOTAL:	$754,552	$0	$754,552
			Totals	**$5,540,866**	**$1,200,000**	**$6,740,866**

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

This 2nd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Amoskeag Health, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 145 Hollis Street, Manchester NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A) and as amended by the Department on June 26, 2019 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

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

1. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
2. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Family Planning Clinical Services Guidelines.
3. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement
4. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #2, NH Family Planning Workplan
5. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions.
6. Delete Attachment E, NH Title X Family Planning Program Data Elements, in its entirety and replace with Attachment E, Amendment #2, NH Family Planning Program Data Elements.
7. Delete Exhibit F, Title X Reporting Calendar and replace with Exhibit F, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.
8. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B,

Amendment #2, Method and Conditions Precedent to Payment.

9. Add Exhibit B-5, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2020
10. Add Exhibit B-6, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021
11. Add Exhibit B-7, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2020
12. Add Exhibit B-8, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2021
13. Add Exhibit K, DHHS Information Security Requirements

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

11/14/19
Date

Name: Lisa Morris
Title: Director

Amoskeag Health

11/5/19
Date

Name: Kris McCracken
Title: President / CEO

Acknowledgement of Contractor's signature:

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

Signature of Notary Public or Justice of the Peace

KURT LAWLOR-JONES HR. REP.
Name and Title of Notary or Justice of the Peace

My Commission Expires: OCT 17, 2023

KURT LAWLOR-JONES, Notary Public
State of New Hampshire
My Commission Expires October 17, 2023

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

Date

Name: Lisa Morris
Title: Director

Amoskeag Health

11/5/19
Date

Name:
Title: President/CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough Nov 5, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

KURT LAWLOR-JONES, Notary Public
State of New Hampshire
My Commission Expires October 17, 2023
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/17/23

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

OFFICE OF THE ATTORNEY GENERAL

11/26/19
Date

Name: CATHERINE PINOS
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

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

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

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

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who c

are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred fifty (650) users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.6. Clinical Services – Requirements:

4.6.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.6.2. The Contractor has elected not to accept Title X funding for the performance of these services. In the event Contractor elects to accept Title X funding in the future, Contractor agrees to fully comply with Title X regulations and that this Agreement be amended accordingly.

4.6.3. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.6.4. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff providing services under this contract must also sign prior to providing direct care and/or education.

4.6.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.6.6. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

4.7. STD and HIV Counseling and Testing – Requirements:

4.7.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC *Sexually Transmitted Diseases Treatment Guidelines* and any updates.

4.7.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.7.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.8. Health Education Materials:

4.8.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release. Examples of material topics include:

4.8.1.1. Sexually Transmitted Diseases (STD)

4.8.1.2. Contraceptive methods

4.8.1.3. Pre-conception care

4.8.1.4. Achieving pregnancy/infertility

4.8.1.5. Adolescent reproductive health

4.8.1.6. Sexual violence

4.8.1.7. Abstinence

4.8.1.8. Pap tests/cancer screenings

4.8.1.9. Substance abuse services

4.8.1.10. Mental health

4.8.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.8.3. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

4.8.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support only outreach and promotional activities.

4.9. Sterilization Services:

4.9.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements.

4.10. Confidentiality:

4.10.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be

necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with State and Federal laws.

5. Work Plan

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

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

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.5.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

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

7. Performance Measures

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

8. Reporting Requirements

8.1. The Contractor shall collect and report general demographic and clinical data (see Attachment D,), utilizing the data system currently in use by the NH FPP.

8.2. State Clinical Reporting Requirements:

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

9. Deliverables

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

10. Meetings and Trainings

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

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1801NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-5, Budget Amendment #2, Exhibit B-6, Budget Amendment #2, Exhibit B-7, Budget Amendment #2, and Exhibit B-8, Budget Amendment #2.
   - 4.2. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
   - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
   - 4.5. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-4 - Amendment #2 Budget
Family Planning Funds

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

Budget/Program Name: Amoskeag Health

Budget Request for: Family Planning Services

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

Line Item	Total Program Cost: Direct (Incremental)	Total Program Cost: Indirect (Fixed)	Total Program Cost: Total	Contractor Share / Match: Direct (Incremental)	Contractor Share / Match: Indirect (Fixed)	Contractor Share / Match: Total	Funded by DHHS contract share: Direct (Incremental)	Funded by DHHS contract share: Indirect (Fixed)	Funded by DHHS contract share: Total
1. Total Salary/Wages	$5,751.00	$ 6,575.10	$ 6,575.10	-	$ 6,575.10	$ 6,575.10	$5,751.00	-	$5,751.00
2. Employee Benefits	$ 20,408.00	$ 2,040.00	$ 22,448.00	-	$ 2,040.00	$ 2,040.00	$ 20,408.00	-	$ 20,408.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	2,715.00	271.50	2,986.50	-	271.50	271.50	2,715.00	-	2,715.00
Medical	$00.00	$0.00	$00.00	-	$0.00	$0.00	$00.00	-	$00.00
Office	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	200.00	25.00	275.00	-	25.00	25.00	200.00	-	200.00
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory)	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
TOTAL	$ 166,925.00	$ 16,842.50	$ 126,917.50	-	$ 16,842.50	$ 16,842.50	$ 166,925.00	-	$ 166,925.00
Indirect As A Percent of Direct		10.00%						0%	

Amoskeag Health
RFA-2019-DPHS-03-FAMIL-07-A02
Exhibit B-4, Budget Family Planning Funds Amendment #2
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Contractor Initials [signature]
Date 1/5/19

Exhibit B-4 - Amendment #2 Budget
Family Planning Funds

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

Bidder/Program Name: Amoskeag Health

Budget Request for: Family Planning Services

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total
1. Total Salary/Wages	$ 87,057.00	$ 8,703.70	$ 95,740.70	-	$ 8,703.70	$ 8,703.70	$ 87,057.00	-	$ 87,057.00
2. Employee Benefits	$ 33,227.00	$ 2,022.70	$ 35,249.70	-	$ 2,022.70	$ 2,022.70	$ 33,227.00	-	$ 33,227.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	$ 1,820.00	$ 182.00	$ 2,002.00	-	$ 182.00	$ 182.00	$ 1,820.00	-	$ 1,820.00
Medical	$ 861.00	$ 49.10	$ 910.10	-	$ 49.10	$ 49.10	$ 861.00	-	$ 861.00
Office	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	$ 250.00	$ 25.00	$ 275.00	-	$ 25.00	$ 25.00	$ 250.00	-	$ 250.00
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specify details mandatory)	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
TOTAL	$ 166,525.00	$ 14,943.00	$ 126,917.00	-	$ 14,943.00	$ 14,943.00	$ 166,525.00	-	$ 166,525.00

Indirect As A Percent of Direct 10.00% 0%

Amoskeag Health
RFA-2019-DPHS-03-FAMIL-07-AC2
Exhibit B-4, Budget Family Planning Funds Amendment #2
Page 2 of 4

Contractor Initials JLC
Date 1/5/19

Exhibit B-7 - Amendment #2 Budget
TANF

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

Bidder/Program Name: Amoskeag Health

Budget Request for: Family Planning Program Services - TANF

Budget Period: July 1, 2019 - June 30, 2020 3012

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 16,437.00	$ 1,643.70	$ 18,080.70	$ -	$ 1,643.70	$ 1,643.70	$ 16,437.00	$ -	$ 16,437.00
2. Employee Benefits	$ 3,912.00	$ 391.20	$ 4,303.20	$ -	$ 391.20	$ 391.20	$ 3,912.00	$ -	$ 3,912.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 2,299.00	$ 226.93	$ 2,495.93	$ -	$ 226.93	$ 226.93	$ 2,299.00	$ -	$ 2,299.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 22,648.00	$ 2,261.80	$ 24,879.80	$ -	$ 2,261.80	$ 2,261.80	$ 22,648.00	$ -	$ 22,648.00

Indirect As A Percent of Direct 10.00% 0%

Contractor Initials: [signature]
Date: 11/5/19

Exhibit B-4 - Amendment #2 Budget
TANF

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

Bidder/Program Name: Amoskeag Health

Budget Request for: Family Planning Program Services - TANF

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total
1. Total Salary/Wages	$ 16,984.00	$ 1,646.43	$ 18,352.43	$ -	$ 1,646.43	$ 1,646.43	$ 16,984.00	$ -	$ 16,984.00
2. Employee Benefits	$ 3,677.00	$ 347.70	$ 4,294.70	$ -	$ 347.70	$ 347.70	$ 3,677.00	$ -	$ 3,677.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 2,057.00	$ 205.70	$ 2,262.70	$ -	$ 205.70	$ 205.70	$ 2,057.00	$ -	$ 2,057.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Administrative/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 22,616.00	$ 2,261.00	$ 24,876.00	$ -	$ 2,261.00	$ 2,261.00	$ 22,616.00	$ -	$ 22,616.00

Indirect As A Percent of Direct 10.00% 0%

Contractor Initials [signature]
Date 1/5/19

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

Family Planning Clinical Services Guidelines, SFY 20

These guidelines detail the minimum required clinical services for Family Planning sub-recipients. The guidelines are designed to outline clinical expectations for the NH Family Planning Program within the NH Department of Health & Human Services (NH DHHS).

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

All MDs, APRNs, PAs, nurses, and any other staff member who provides direct care and/or education to clients *must* sign these guidelines. Individual staff signatures indicate their agreement to follow these guidelines.

Approved: _____ Date: _____
Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved: _____ Date: _____
Dr. Amy Paris, MD, MS.
NH Family Planning Medical Consultant

{Insert Sub-Recipient Name} agrees to follow these guidelines effective {Insert Date} as minimum required clinical services for family planning.

Sub-Recipient Agency Name:

_____

Sub-Recipient Authorizing Signature:

_____

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Date 11/5/19

Name/Title (Please Type Name/Title)	Signature	Date
Denice Reetzke CNM	DReetzke	11/5/19
Kristin Logan	Kstrong	11/5/19
Lisa DBrigida, MD	Lisa DBrigida, MD	11/5/19

Contractor Initials DMC

Date 11/5/19

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

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

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

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

B. Delegate Requirements:

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

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

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- **Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

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

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

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

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

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

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

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

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

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

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6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

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

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

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

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

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

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history
    For women:
        - Menstrual history
        - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
        - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
        - Allergies
        - Recent delivery, miscarriage, or termination
        - Any relevant infectious or chronic health conditions

- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

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

b) Pregnancy intention or reproductive life plan. Ask questions such as:
   - Do you want to become a parent?
   - Do you have any children now?
   - Do you want to have (more) children?
   - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
   - Practices: types of sexual activity the client engages in.
   - Pregnancy Prevention: current, past, and future contraception options
   - Partners: number, gender, concurrency of the client's sex partners
   - Protection from STD: condom use, monogamy, and abstinence
   - Past STD history in client & partner (to the extent the client is aware)
   - History of needle use (drugs, steroids, etc.) by client or partner(s)
   - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

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

   a) Ensure that the client understands:
      - Method effectiveness
      - Correct use of the method
      - Non-contraceptive benefits
      - Side effects
      - Protection from STDs, including HIV

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b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):**

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

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):**

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

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

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pregnancy outcomes and should be optimally managed before pregnancy.
  - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
      - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

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

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1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

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

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

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

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

V. Guidelines for Other Medical Services

A. Postpartum Services

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

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

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

D. Genetic Screening

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

VI. Referrals

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

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If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

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

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
    - **CDC MEC and SPR are available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
    - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152,* September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

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- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

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

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

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- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

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

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

Contractor Initials

Date 11/5/19

Fertility/Infertility counseling and basic workup

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

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

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- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

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

Contractor Initials [illegible]
Date 11/5/19

New Hampshire Family Planning
Information and Education (I&E)
Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

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

Amoskeag Health

Agency Name

11/5/19

Date

Contractor Initials KF

Date 11/5/19

NH Family Planning Program (NH FPP) Priorities:

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

Contractor Initials _____
Date 6/5/19

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

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

Contractor Initials TC
Date 1/5/19

AGENCY NAME:_____
WORKPLAN COMPLETED BY: _____

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

Performance INDICATOR #1:

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

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

SFY 20 Outcome

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

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

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

SFY 21 Outcome

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

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Contractor Initials: _____
Date 11/5/19

Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

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

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

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

Contractor Initials NV

Date 4/5/19

Objective #4: By August 31, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

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

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

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

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

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

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Contractor Initials _____
Date _____

Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

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

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

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

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

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

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

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

Contractor Initials _____
Date 4/5/19

Sample Work Plan

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

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

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

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

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

Contractor Initials _____

Date _____

Agency Name: [redacted] **Name of Person Completing Work Plan:** [redacted]

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

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

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

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

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

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

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

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

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

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

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

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

Contractor Initials _____
Date 11/5/19

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

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

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

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

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

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

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

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

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

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

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

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES

Contractor Initials _____
Date 11/5/19

	EVALUATION ACTIVITIES

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

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

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

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

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

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

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

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

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

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

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

Contractor Initials _____
Date 11/5/19

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

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

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

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

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

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

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

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

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

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

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

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES

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

Contractor Initials DN
Date 11/5/19

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

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

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

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

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

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

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

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

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

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
○	○
	EVALUATION ACTIVITIES
	○

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

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

Contractor Initials KM
Date 11/5/19

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

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

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

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

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

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

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

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

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

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

Project Objective #1:

Contractor Initials _____
Date 11/5/19

INPUT/RESOURCES	PLANNED ACTIVITIES
[redacted]	[redacted]
	EVALUATION ACTIVITIES
	[redacted]

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

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

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

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

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

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

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

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

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

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

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
[redacted]	[redacted]
	EVALUATION ACTIVITIES

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

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

Contractor Initials: [illegible]
Date 11/5/19

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

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

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

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

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

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

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

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

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
1	1
	EVALUATION ACTIVITIES
	1

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

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

Contractor Initials YL
Date 11/5/19

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

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

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

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

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

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

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

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

Contractor Initials _____
Date 01/5/15

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1

Indicators:

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

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g. _____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials ____
Date 11/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1 d

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

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

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

Goal: To increase access to reproductive services by males.

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials
Date 10/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021
Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1 g

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

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

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

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

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

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

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

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

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

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

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

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

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Contractor Initials
Date 11/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021
Attachment - D- Amendment # 2

Family Planning (FP) Performance Measure #3

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

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

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

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

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

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

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

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

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

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

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

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

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

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

Contractor Initials
Date 11/5/19

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

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

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

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

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

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

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

Family Planning (FP) Performance Measure #8

Annual Training Report

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

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials [illegible]

Date 11/5/19

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

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

Contractor Initials: [illegible]

Date 11/5/19

78F mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

June 10, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $884,958 from $2,915,402 to $3,800,360 and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	**155327-B001**	**Berlin, NH**	**$157,270**	**$157,270**	**$314,540**	**O: 11/08/2017 Item #21A**
Lamprey Health Care	**177677-R001**	**Nashua, NH**	**$462,602**	**$462,602**	**$925,204**	**O: 11/08/2017 Item #21A**
Manchester Community Health Center	**157274-B001**	**Manchester, NH**	**$266,086**	**$265,086**	**$530,172**	**O: 11/08/2017 Item #21A**
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	$431,864	$0	$0	O: 11/08/2017 Item #21A A01: 08/14/2018
Concord Hospital, Inc. Family Health	177653-B011	Concord, NH	$259,098	$0	$0	O: 11/08/2017 Item #21A A01: 08/14/2018

Center						
Equality Health Center	257562-B001	Concord, NH	$179,800	$0	$0	O: 11/08/2017 Item #21A
Joan G. Lovering Health Center	175132-R001	Greenland, NH	$222,896	$0	$0	O: 11/08/2017 Item #21A
Planned Parenthood of Northern New England	177528-R002	Portland, ME	$548,000	$0	$0	O: 11/08/2017 Item #21A
White Mountain Community Health Center	174170-R001	Conway, NH	$188,786	$0	$0	O: 11/08/2017 Item #21A
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$0	O: 11/08/2017
		Total	**$2,915,402**	**$884,958**	**$3,800,360**	

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

See attached fiscal details.

EXPLANATION

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

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

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

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere

in the State as there is no other system for affordable, comprehensive reproductive health care services.

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

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

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

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

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

Area served: Statewide

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

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

05-95-90-902010-6530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General
Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

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

Concord Hospital Vendor ID #177653-B011

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

Coos County Family Health Center — Vendor ID #165327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206		$31,922	$31,922
2020	102-500731	Contracts for Program Services	90080207		$34,352	$34,352
2021	102-500731	Contracts for Program Services	90080206		$31,922	$31,922
2021	102-500731	Contracts for Program Services	90080207		$34,352	$34,352
			Subtotal:	$132,548	$132,548	$265,096

Equality Health Center — Vendor ID #257562-B001

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

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

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$199,896	$0	$199,896

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206		$97,095	$97,095
2020	102-500731	Contracts for Program Services	90080207		$104,487	$104,487
2021	102-500731	Contracts for Program Services	90080206		$97,095	$97,095
2021	102-500731	Contracts for Program Services	90080207		$104,487	$104,487
			Subtotal:	$403,164	$403,164	$806,328

Manchester Community Health Center Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206		$52,947	$52,947
2020	102-500731	Contracts for Program Services	90080207		$56,978	$56,978
2021	102-500731	Contracts for Program Services	90080206		$52,947	$52,947
2021	102-500731	Contracts for Program Services	90080207		$56,978	$56,978
			Subtotal:	$219,850	$219,850	$439,700

White Mountain Community Health Center Vendor ID #174170-R001

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

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

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080213		$0	$0
2021	102-500731	Contracts for Program Services	90080213		$0	$0
			Subtotal:	$548,000	$0	$548,000
			AU 5530 TOTALS:	$2,360,744	$755,562	$3,116,306

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

CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds

FUNDER: US DHHS Administration for Children and Families

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

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

Concord Hospital Vendor ID #177653-B011

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

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203		$12,361	$12,361
2021	502-500891	Payment for Providers	45030203		$12,361	$12,361
			Subtotal:	$24,722	$24,722	$49,444

Equality Health Center Vendor ID #257662-B001

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

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

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

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203		$29,719	$29,719
2021	502-500891	Payment for Providers	45030203		$29,719	$29,719
			Subtotal:	$59,438	$59,438	$118,876

Manchester Community Health Center Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203		$22,618	$22,618
2021	502-500891	Payment for Providers	45030203		$22,618	$22,618
			Subtotal:	$45,236	$45,236	$90,472

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$22,670	$0	$22,670
			AU 6146 TOTAL:	$364,658	$129,396	$494,054
			TOTALS:	$2,715,402	$884,958	$3,600,360

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

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Community Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 145 Hollis Street, Manchester NH 03101.

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

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

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

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

   $530,172.

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

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace

with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

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

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

State of New Hampshire
Department of Health and Human Services

6/6/19
Date

Name: Lisa Morris
Title: Director

Manchester Community Health Center

6/4/19
Date

Name: Kris McCracken
Title: President/CEO

Acknowledgement of Contractor's signature:

State of NEW HAMPSHIRE County of Hillsboro on 06/04/19 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

KURT LAWLOR-JONES, Notary Public
State of New Hampshire
My Commission Expires October 17, 2023

KURT LAWLOR-JONES
Name and Title of Notary or Justice of the Peace

My Commission Expires: October 17, 2023

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

OFFICE OF THE ATTORNEY GENERAL

6/6/2019
Date

Name: Lisa M. English
Title: Special Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

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

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

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

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

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

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

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred fifty (650) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

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

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.6.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

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

4.8. Confidentiality:

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

5. Work Plan

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

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

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

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

7. Performance Measures

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

8. Reporting Requirements

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

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

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

8.4. State Clinical Reporting Requirements:

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

9. Deliverables

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

10. Meetings and Trainings

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

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

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

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

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

B. Delegate Requirements:

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

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

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

   - **With supporting guidelines from:**
     US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

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

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

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

     CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

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

American Society of Colposcopy and Cervical Pathology (ASCCP)

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

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

The standard package of services includes:

- Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
- Cervical and breast cancer screening;
- Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
- Services for adolescents;
- Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
- Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
- Sexually transmitted disease diagnosis and treatment;
- Provision and follow up of referrals as needed to address medical and social services needs.

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

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

6. **Required Trainings:**

- Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.

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

II. Family Planning Clinical Services

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

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

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

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

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

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use
      - Allergies
      - Recent intercourse

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

For Men:

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

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

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

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

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

a) Ensure that the client understands:
- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. <u>Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):</u>

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

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

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

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

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening
   d) Other screening services that include:
      - Obtain medical history
      - Screen for intimate partner violence
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status

- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

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

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

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

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Provide additional STD testing as indicated
   c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

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

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

1. Medical History
2. Cervical Cytology
3. Clinical Breast Examination or discussion
4. Mammography
5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

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

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

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

V. Guidelines for Other Medical Services

A. Postpartum Services

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

B. Sterilization Services

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

C. Minor Gynecological Problems

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

D. Genetic Screening

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

VI. Referrals

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

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

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

VII. Emergencies

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

VIII. Resources

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

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- U.S. Preventive Services Task Force (USPSTF). Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.
- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

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

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

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

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

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

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

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

The I&E committee(s) must:

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

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

Suggestions for Committee Organization and Membership:

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

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

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

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

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

Community Participation

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

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

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

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

NH DHHS Requirements

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

Manchester Community Health Center
Agency Name

6/4/19
Date

Title X Family Planning Program Priorities:

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

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

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

AGENCY NAME: _____
WORKPLAN COMPLETED BY: _____

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

Performance INDICATOR #1:

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

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

SFY 20 Outcome

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

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

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

SFY 21 Outcome

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

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

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

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

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

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

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

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

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

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

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

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

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

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

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

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

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. **SFY 20 Agency Target:** **SFY 21 Agency Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

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

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

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

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

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

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. **State Minimum Target: 70%** **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

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

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

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

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

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

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

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

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

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

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

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

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Family Planning (FP) Performance Indicator #1

Indicators:

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

SFY Outcome	
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g. _____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

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

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

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

Goal: To increase access to reproductive services by males.

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

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

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

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

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

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

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

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

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

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

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

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

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

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

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

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

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

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

pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

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

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

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

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

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

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

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

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

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

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

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

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

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

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

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

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

Family Planning (FP) Performance Measure #8

Annual Training Report

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

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

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval: · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

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

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

   5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.

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

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

NH DIVISION OF
Public Health Services

October 24, 2017

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

REQUESTED ACTION

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

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	$2,915,402

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

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

SEE FISCAL DETAIL ATTACHED

EXPLANATION

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

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

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

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

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

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

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

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

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

Area served: Statewide

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

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

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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

FISCAL DETAIL SHEET

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

CFDA #93.217 FAIN# FPHPA016248 69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

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

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

Concord Hospital Vendor ID #177653-B011

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

Coos County Family Health Center Vendor ID #155327-B001

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

Equality Health Center Vendor ID #257562-B001

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

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

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

Lamprey Health Care Vendor ID #177677-R001

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

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

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

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

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

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

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

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

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

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

CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**

FUNDER: US DHHS Administration for Children and Families

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	$2,815,402

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

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center	Pass	0	0
3. Coos Co. Family Health	Pass	0	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

Reviewer Names

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

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

Denis Goulet
Commissioner

November 1, 2017

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

Dear Commissioner Meyers:

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

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

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

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

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

Sincerely,

Denis Goulet

DG/mh
DoIT #2018-001

FORM NUMBER P-37 (version 5/8/15)

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-07)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-626-9500	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation $265,086
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Kris McCracken, President/CEO	

1.13 Acknowledgement: State of New Hampshire County of Hillsborough

On October 12, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Sarah Gibson

[Seal]

SARAH E. GIBSON MY COMMISSION EXPIRES SEPT. 7, 2021 NOTARY PUBLIC NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Sarah Gibson, Notary Public

1.14 State Agency Signature Date: 10/27/17	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 10/30/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7. .

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

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

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

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

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

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

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

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

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

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: [illegible]
Date: 8/12/17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred fifty (650) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A), signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials KN

Date 10/12/17

Exhibit B-1 - Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Family Planning Program Services - BASIC
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1. Total Salary/Wages	$ 86,868.54	$ 9,652.08	$ 96,520.60	$ -	$ 9,652.08	$ 9,652.08	$ 86,868.54	$ -	$ 86,868.54
2. Employee Benefits	$ 18,834.30	$ 2,092.70	$ 20,927.00	$ -	$ 2,092.70	$ 2,092.70	$ 18,834.30	$ -	$ 18,834.30
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 2,207.09	$ 180.71	$ 2,387.80	$ -	$ 180.71	$ 180.71	$ 2,207.09	$ -	$ 2,207.09
Medical	$ 909.09	$ 90.91	$ 1,000.00	$ -	$ 90.91	$ 90.91	$ 909.09	$ -	$ 909.09
Office	$ 272.73	$ 27.27	$ 300.00	$ -	$ 27.27	$ 27.27	$ 272.73	$ -	$ 272.73
6. Travel	$ 378.71	$ 213.88	$ 592.59	$ -	$ 213.88	$ 213.88	$ 378.71	$ -	$ 378.71
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 454.54	$ 45.45	$ 499.99	$ -	$ 45.45	$ 45.45	$ 454.54	$ -	$ 454.54
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 109,925.00	$ 12,302.99	$ 122,227.99	$ -	$ 12,302.99	$ 12,302.99	$ 109,925.00	$ -	$ 109,925.00

Indirect As A Percent of Direct 11.2%

Exhibit B-1 Budget

Initials [illegible]
Date 10/12/17

Exhibit B-2 - Budget
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Family Planning Program Services - TANF
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2015

Line Items	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1. Total Salary/Wages	$ 17,472.11	$ 1,941.35	$ 19,413.46	$ -	$ 1,941.35	$ 1,941.35	$ 17,472.11	$ -	$ 17,472.11
2. Employee Benefits	$ 3,260.30	$ 362.26	$ 3,622.56	$ -	$ 362.26	$ 362.26	$ 3,260.30	$ -	$ 3,260.30
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,885.58	$ 188.56	$ 2,074.15	$ -	$ 188.56	$ 188.56	$ 1,885.58	$ -	$ 1,885.58
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 22,616.00	$ 2,492.17	$ 25,118.17	$ -	$ 2,492.17	$ 2,492.17	$ 22,616.00	$ -	$ 22,616.00

Indirect As A Percent of Direct 11.0%

Exhibit B-2 Budget

Initials [illegible]
Date 10/12/17

Exhibit B-3 - Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Family Planning Program Services - BASIC
(name of RFP)

Budget Period: July 1, 2013 - June 30, 2015

Total Program Cost																		
Indirect As A Percent of Direct																		
1. Total Salary/Wages	$	68,848.54	$	8,637.06	$	60,211.48	$	-	$	8,637.06	$	8,637.06	$	68,848.54	$	-	$	68,848.54
2. Employee Benefits	$	18,834.30	$	2,692.70	$	16,141.60	$	-	$	2,692.70	$	2,692.70	$	18,834.30	$	-	$	18,834.30
3. Consultants	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
4. Equipment:	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Rental	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Repair and Maintenance	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Purchase/Depreciation	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
5. Supplies:	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Educational	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Lab	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Pharmacy	$	2,707.09	$	180.71	$	2,387.80	$	-	$	180.71	$	180.71	$	2,707.09	$	-	$	2,707.09
Medical	$	909.09	$	90.91	$	1,000.00	$	-	$	90.91	$	90.91	$	909.09	$	-	$	909.09
Office	$	277.73	$	27.27	$	305.00	$	-	$	27.27	$	27.27	$	277.73	$	-	$	277.73
6. Travel	$	376.71	$	213.88	$	590.59	$	-	$	213.88	$	213.88	$	376.71	$	-	$	376.71
7. Occupancy	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
8. Current Expenses	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Telephone	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Postage	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Subscriptions	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Audit and Legal	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Insurance	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Board Expenses	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
9. Software	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
10. Marketing/Communications	$	454.54	$	45.45	$	499.99	$	-	$	45.45	$	45.45	$	454.54	$	-	$	454.54
11. Staff Education and Training	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
12. Subcontracts/Agreements	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
13. Other (specific details mandatory):	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
TOTAL	$	108,512.00	$	12,302.00	$	102,337.00	$	-	$	12,302.00	$	12,302.00	$	108,512.00	$	-	$	108,512.00
Indirect As A Percent of Direct				11.2%														

Exhibit B-3 Budget

Initials BK
Date 10/8/13

Exhibit B-4 - Budget
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Family Planning Program Services - TANF
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1. Total Salary/Wages	$ 17,472.11	$ 1,941.35	$ 19,413.46	$ -	$ 1,941.35	$ 1,941.35	$ 17,472.11	$ -	$ 17,472.11
2. Employee Benefits	$ 3,260.30	$ 362.26	$ 3,622.56	$ -	$ 362.26	$ 362.26	$ 3,260.30	$ -	$ 3,260.30
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,885.59	$ 188.56	$ 2,074.15	$ -	$ 188.56	$ 188.56	$ 1,885.59	$ -	$ 1,885.59
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 22,618.00	$ 2,492.17	$ 25,110.17	$ -	$ 2,492.17	$ 2,492.17	$ 22,618.00	$ -	$ 22,618.00

Indirect As A Percent of Direct 11.0%

Exhibit B-4 Budget

Initials [illegible]
Date 10/12/17

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Contractor Initials KM
Date 10/1/17

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Manchester Community Health Center

10/12/17
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Manchester Community Health Center

10/12/17
Date

Name: Ty McCrachen
Title: President/CEO

Contractor Initials YM
Date 10/12/17

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Manchester Community Health Center

10/12/17
Date

Name: Rita McCracken
Title: President/CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Manchester Community Health Center

10/12/17
Date

Name: McCracken
Title: President/CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Manchester Community Health Center

10/17/17
Date

Name: Kris McCracken
Title: President/CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement: Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**.

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Contractor Initials

Date 10/2/17

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Manchester Community Health Center
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Chris McCracken
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President/CEO
Title of Authorized Representative	Title of Authorized Representative
10/27/17	10/12/17
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Manchester Community Health Center

10/12/17
Date

Name: Eric McCracken
Title: President/CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 928641937

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO ✓ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

State of New Hampshire
Department of Health and Human Services
Amendment #5

This Amendment to the Family Planning Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Concord Hospital, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), as amended on August 14, 2018, as amended on June 26, 2019 (Late Item #A), as amended on December 18, 2019, (Item # 16), and as amended on August 5, 2020 (Item #22), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 4, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2021

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $545,431

3. Modify Form P-37, General Provisions, to add Paragraph 25, Requirements for Family Planning Projects, as follows:

   25. The Contractor shall comply with all of the following provisions:

   25.1 No state funds shall be used to subsidize abortions, either directly or indirectly. The family planning project will permit the Commissioner of the Department of Health and Human Services, or his or her designated agent or delegate, to inspect the financial records of the family planning project to monitor compliance with this requirement.

   25.2 At the end of each fiscal year, the Commissioner shall certify, in writing, to the Governor and Council that he or she personally, or through a designated agent or delegate, has reviewed the expenditure of funds awarded to a family planning project and that no state funds awarded by the Department have been used to provide abortion services.

   25.3 If the Commissioner fails to make such certification or if the Governor and Executive Council, based on evidence presented by the Commissioner in his or her certification, find that state funds awarded by the Department have been used to provide abortion services, the grant recipient shall either: (a) be found to be in breach of the terms of such contract, grant or award of funds and forfeit all right to receive further funding; or (b) suspend all operations until such time as the state funded family project is physically and financially separate from any reproductive health facility, as defined in RSA 132:37.

4. Modify Exhibit A, Scope of Services, Amendment #3 by replacing in its entirety with Exhibit A

Amendment #5, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 1, #1 to read:

   1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #4, Scope of Services.

6. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 through Exhibit B-7, Budget Amendment #5.

7. Modify Exhibit B, Amendment #3 Method and Conditions Precedent to Payment, Section 4, Subsection 4.5 to read:

   4.5 Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #4, Scope of Services.

8. Add Exhibit B, Amendment #3 Method and Conditions Precedent to Payment, Section 8 to read:

   8. The Contractor shall allow the Department to conduct financial audits on an annual basis, or upon request by the Department, to ensure compliance with the funding requirements of this Agreement. The Contractor shall make available documentation and staff as necessary to conduct such audits, including but not limited to policy and procedure manuals, financial records and reports, and discussions with management and finance staff.

9. Add Exhibit B-6, Amendment #5 Budget Family Planning Funds, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

10. Add Exhibit B-7, Amendment #5 Budget TANF Funding, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

11. Modify Attachment A, Amendment #3, Family Planning Clinical Services Guidelines in its entirety and replace it with Attachment A, Amendment #5, NH Family Planning Performance Measure Definitions, which is attached hereto and incorporated by reference herein.

12. Modify Attachment B, Amendment #3, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement in its entirety and replace it with Attachment B, Amendment #5, NH Family Planning Program Reporting Calendar SFY 22, which is attached hereto and incorporated by reference herein.

13. Modify Attachment C, Amendment #3, NH Family Planning Workplan in its entirety and replace ir with Attachment C, Amendment #5, Fee Policy, which is attached hereto and incorporated by reference herein.

14. Modify Attachment D, Amendment #3, NH Family Planning Performance Measure Definitions in its entirety and replace it with Attachment D, Amendment #5, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement, which is attached hereto and incorporated by reference herein.

15. Modify Attachment E, Amendment #3, NH Title X Family Planning Program Data Elements in its entirety and replace it with Attachment E, Amendment #5, Work Plan, which is attached hereto and incorporated by reference herein.

16. Delete Exhibit F, Amendment #3, NH Family Planning Program Reporting Calendar SFY 20-21.

All terms and conditions of the Contract and prior amendments not modified by this Amendment #5 remain in full force and effect. This Amendment shall be retroactively effective to July 1, 2021, 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

8/30/2021

Date

DocuSigned by:
Patricia M. Tilley
846FB38F5BFD4C8...

Name: Patricia M. Tilley
Title: Director

Concord Hospital, Inc.

8/30/2021

Date

DocuSigned by:
Robert P. Steigmeyer
8DD5DBFF8EA8426...

Name: Robert P. Steigmeyer
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/30/2021

DocuSigned by:
D5CA9202E32C4AE...

Date

Name: Catherine Pinos
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to comprehensive reproductive health services and preventive health screenings.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide reproductive and sexual health clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income individuals (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered

under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of 247 users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor shall not utilize any funds provided under this Agreement for abortion services.

4.6. The Contractor shall make reasonable efforts to collect charges based upon a sliding fee scale from clients, in accordance with Attachment C Fee Policy without jeopardizing client confidentiality.

4.7. **Clinical Services – Requirements:**

4.7.1. The Contractor shall provide reproductive and sexual health clinical services in compliance with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.7.2. The Contractor shall comply with their own established internal protocols, policies, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.7.3. The Contractor shall ensure all MDs, APRNs, PAs, nurses and/or any staff providing direct care and/or education to clients read and sign the New Hampshire Family Planning Clinical Services Guidelines, within thirty (30) days of Governor and Executive Council approva.

4.7.4. The Contractor shall submit the New Hampshire Family Planning Clinical Services Guidelines signed signature page to the Department for review and signature no later than thirty (30) days after the Contract Effective Date.

4.7.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.7.6. The Contractor shall have at least one (1) clinical provider at each clinic site proficient in the insertion and removal of Long Acting Reversible Contraception (LARC). The Contractor shall provide documented proof of proficiency to the Department on by January 28, 2022..

4.8. **STD and HIV Counseling and Testing – Requirements:**

4.8.1. The Contractor providing STD and HIV counseling and testing shall comply

with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.8.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.8.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.9. **Health Education Materials:**

4.9.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release Attachment D, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. . Examples of material topics include:

4.9.1.1. Sexually Transmitted Diseases (STD)

4.9.1.2. Contraceptive methods, pre-conception care

4.9.1.3. Achieving pregnancy/infertility

4.9.1.4. Adolescent reproductive health

4.9.1.5. Sexual violence

4.9.1.6. Abstinence

4.9.1.7. Pap tests/cancer screenings

4.9.1.8. Substance use disorder

4.9.1.9. Mental health.

4.9.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.9.3. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.10. **Sterilization Services:**

4.10.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.11. **Confidentiality:**

4.11.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary,

statistical or other form that does not identify the individual in accordance with State and Federal laws.

4.11.2. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients, in accordance with Attachment D, Amendment #4, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, (See Attachment E) for a 6-month period of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan 6-month outcomes and review/revise the work plan and submit by January 28, 2022 to the Department for approval

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses, training logs, and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department, by formal letter via email to Haley.L.Johnston@dhhs.nh.gov of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month (30 days) of hired.

6.3. The Contractor shall notify the Department, in writing via letter, when:

6.3.1. Any critical position is vacant for more than one month (30 days).

6.3.2. There is not adequate staffing to perform all required services for more than

one month (30 days).

7. Performance Measures

7.1. The Contractor shall set family planning (FP) performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment A).

8. Reporting Requirements

8.1. The Contractor shall submit the current required data elements electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment A) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on January 28, 2022 or as instructed by the Department.

8.3. The Contractor shall provide records of employee salaries and wages that accurately reflect all work performed. Such records shall include, but are not limited to:

8.3.1. All activity(s) for which each employee is compensated; and

8.3.2. The total amount of time spent on each activity performed for federally assisted and all other activities.

9. Deliverables

9.1. The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment B).

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New Hampshire Department of Health and Human Services

Contractor Name: Concord Hospital Family Health Center (CHFHC)

Budget Request for: Family Planning
Project Title

Budget Period: July 1, 2021 - December 31, 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 195,543.00	$ 29,331.00	$ 224,874.00	$ 239,730.00	$ 29,331.00	$ 269,061.00	$ 23,189.00	$ -	$ 23,189.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 394.00	$ -	$ 394.00	$ -	$ -	$ -	$ 394.00	$ -	$ 394.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 195,937.00	$ 29,331.00	$ 225,268.00	$ 239,730.00	$ 29,331.00	$ 269,061.00	$ 23,583.00	$ -	$ 23,583.00

Indirect As A Percent of Direct 15.0%

DS
RDS

Contractor Initials_____

8/30/2021

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New Hampshire Department of Health and Human Services

Contractor Name: Concord Hospital Family Health Center (CHFHC)

Budget Request for: TANF
Project Title

Budget Period: July 1, 2021 - December 31, 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 3,808.00	$ -	$ 3,808.00	$ 67,303.04	$ -	$ 67,303.04	$ 3,808.00	$ -	$ 3,808.00
2. Employee Benefits		$ -	$ -	$ -	$ -	$ -		$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 297.00	$ -	$ 297.00	$ -	$ -	$ -	$ 297.00	$ -	$ 297.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 4,105.00	$ -	$ 4,105.00	$ 67,303.04	$ -	$ 67,303.04	$ 4,105.00	$ -	$ 4,105.00

Indirect As A Percent of Direct 0.0%

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Contractor Initials_____

Date 8/30/2021

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY XX Outcome
1a. _____ clients served
1b. _____ clients <100% FPL
1c. _____ clients <250% FPL
1d. _____ clients <20years of age
1e. _____ clients on Medicaid
1f. _____ male clients
1g._____ women <25 years of age positive for chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of family planning clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of family planning clients under 250% FPL.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of family planning clients under 20 years of age.

Goal: To increase access to reproductive services to adolescents.

Definition: **Numerator:** Total number of clients under 20 years of age served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of family planning clients that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services to Medicaid clients.

Definition: **Numerator:** Number of clients that used Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of family planning male clients.

Goal: To increase access to reproductive services to males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 years old screened for chlamydia that tested positive.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of women <25 years old that tested positive for chlamydia.

Denominator: The total number of women <25 years old screened for chlamydia.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who received preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < 25 years old screened for chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25 years old.

Denominator: Total number of female clients < 25 years old.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.

Goal: To improve utilization of most and moderately effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) (implants or intrauterine devices systems (IUD/IUS)) method.

Goal: To improve utilization of LARC methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods, including abstinence, to prevent unintended pregnancy, STDs and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure requires for meetings (in-person and/or virtual) with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. *All sites are required to make one contact annually with the local DCYF office.* **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Contractor Initials RPS

Date 8/30/2021

SAMPLE:

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure requires the family planning delegate to submit an annual training report for clinical & non-clinical staff that participate in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

NH Family Planning Reporting Calendar SFY 22 (6-Month Period)

Due within *30 days* of G&C approval:	
• SFY 22 Clinical Guidelines Signatures • SFY 22 – 6-MONTH FP Work Plan	
SFY 22 (July 1, 2021-December 31, 2021)	
Due Date:	**Reporting Requirement:**
October 8, 2021	Public Health Sterilization Records (July-September)
January 28, 2022	• Patient Satisfaction Surveys • Outreach and Education Report • Staff Training Report • Work Plan Update • Performance Outcome Report • Data Trend Tables (DTT) • I&E Material List with Advisory Board Approval Dates • Public Health Sterilization Records (October-December) **ALL REPORTING IS FOR A 6-MONTH TIME PERIOD.**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

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NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT FEE POLICY
Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: [July 1, 2021] Next Review Date: [June 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with financial operation requirements under the NH FPP Project. The following are covered under this policy:

- Fee Policy
- Definition of a Family Planning Visit
- Core Family Planning Services

I. Fee Policy

Federal Poverty Level, Third Party Billing, and Income Verification

Client income and eligibility for a discount should be assessed, documented in the client record, and re-evaluated at least annually. Documentation of income may include a copy of a pay stub or some other form of documentation of family income; however clients who cannot present documentation of income must not be denied services and are allowed to self-report income. Sub-recipients who have lawful access to other valid means of income verification because of the client's participation in another program may use those data, rather than re-verify income or rely solely on the client's self-report. Whenever possible, there should be separate charts for client records and medical records.

Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although the agency must bill all third parties legally obligated to pay for the services. Bills to third parties must not be discounted.

Clients who are responsible for paying any fees for services must receive a bill directly at the time services are received. Bills to clients must show total charges minus any allowable discounts. Fees charged to clients must reflect true costs to a sub-recipient agency.

Agencies must offer a broad range of acceptable and effective medically approved family planning methods and services either on-site or by referral. For the purposes of considering payment for contraceptive services only, where a client has health insurance coverage through an employer that does not provide the contraceptive services sought by the client because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider the client's insurance coverage status as a good reason why they are unable to pay for contraceptive services.

Discount Schedules/Reasonable Cost

A discount schedule (schedule of discounts or sliding fee scale) must be developed and implemented with sufficient proportional increments so that inability to pay is never a barrier to receiving services. The discount schedule must be based on family size, family income, and other specified economic considerations and is required for individuals with family incomes between 101% and 250% of the FPL. For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services.

The schedule of discounts should include charges for a new patient, an established patient, counseling and education, supplies, and laboratory costs. The schedule of discounts must be updated annually and be in accordance with the current Federal Poverty Guidelines (FPG). Sub-recipient agencies may choose to apply alternative funds to the cost of services in order to provide more generous discounts than what is required under the NH FPP project.

On an annual basis, sub-recipient agencies must submit to the NH FPP a copy of their most current discount schedule that reflects the most recently published FPG.

Third Party Payments

Sub-recipient agencies are required to bill all possible third party payers, including public and private sources, without the application of any discounts, to ensure that NH FPP funds will be used only on patients without any other sources of payments. NH FPP funds will be used only as the payer of last resort. *Sub-recipient agencies should have written agreements with NH Medicaid Plans, as appropriate.*

Family income of insured clients must be assessed before determining whether copayments or additional fees are charged. Clients whose family income is at or below 250% of the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied.

Fee Waiver

Fees may be waived for individuals with family incomes above 100% of the FPL who, as determined by the site director, are unable, for good reasons, to pay for family planning services provided through the NH FPP project. *Clients must not be denied services or be subjected to any variation in quality of services because of the inability to pay.*

Voluntary Donations

Voluntary donations from clients are permissible; however, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. If a sub-recipient agency chooses to ask for donations, then donations must be requested from *all* clients, including clients using public or private insurance. In such a case, it may be helpful to display signs at check-out or have a financial counseling script available for project staff who will be tasked with collecting donations. *Donations from clients do not waive the billing/charging requirements set out above (i.e., if a client is unable to pay the fees for family*

planning services received, any donations collected should go towards the cost of those services received.

Confidential Collections

Sub-recipient agencies must inform clients about the existence of the discount schedule and the fact that services will not be denied due to inability to pay. Sub-recipient agencies must make reasonable efforts to collect bills, but they must in no way jeopardize client confidentiality in the process. Sub-recipient agencies must obtain a client's permission before sending bills or making phone calls to the client's home and/or place of employment.

Sub-recipient Fee Policy Documentation Requirements

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipient agencies to ensure compliance with the NH FPP project as it relates to the Fee Policy detailed above.

Sub-recipient agencies must have written documentation (policies and procedures) of the following processes, which must be consistent and demonstrated throughout sub-recipient service sites (e.g., in client records, clinic operations):

- A process that will be used for determining and documenting the client's eligibility for discounted services.
- A process for ensuring that client income verification procedure(s) will not present a barrier to receipt of services.
- A process for updating poverty guidelines and discount schedules.
- A process for annual assessment of client income and discounts.
- A process for informing clients about the availability of the discount schedule.
- A process used for determining the cost of services (e.g., using data on locally prevailing rates and actual clinic costs to develop and update the schedule of fees; frequency for updating the costs of services).
- A process for assuring that financial records indicate client income is assessed and that charges are applied appropriately to recover the cost of services.
- A process for how donations are requested and/or accepted.
- Documentation that demonstrates clients are not pressured to make donations and that donations are not a prerequisite to the provision of services or supplies (e.g., scripts).
- A process for obtaining and/or updating contracts with private and public insurers.
- A process used to assess family income before determining whether copayments or additional fees are charged.
- A process for ensuring that financial records indicate that clients with family incomes between 101%-250% of the FPL do not pay more in copayments or additional fees than they would otherwise pay when the discount schedule is applied.
- Process for identifying third party payers the sub-recipient will bill to collect reimbursements for cost of providing services.
- A description of safeguards that protect client confidentiality

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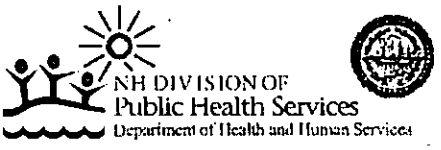

NH FAMILY PLANNING PROGRAM

II. Definition of A Family Planning Visit

A family planning client is an individual who has at least one family planning encounter during the reporting period (i.e., visits with a medical or other health care provider in which family planning services were provided). The NH FPP considers individuals ages 11 through 64 years to be potentially eligible for family planning services. However, visit definitions are needed to determine who is a family planning client.

Family Planning Visit: a documented contact (either face-to-face in a family planning program service site or virtual using telehealth technology) between an individual and a family planning provider of which the primary purpose is to provide family planning and related health services to clients who want to avoid unintended pregnancies or achieve intended pregnancies services.

A virtual family planning encounter uses telecommunications and information technology to provide access to family planning and related preventive health services, including assessment, diagnosis, intervention, consultation, education and counseling, and supervision, at a distance. Telehealth technologies include telephone, facsimile machines, electronic mail systems, videoconferencing, store-and-forward imaging, streaming media; remote monitoring devices, and terrestrial and wireless communications.

Types of Family Planning Visits

1. **Family Planning Encounter With A Clinical Service Provider:** a documented, face-to-face or virtual encounter between a family planning client and a Clinical Services Provider (e.g., physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are appropriately trained in family planning) in which the client is provided (in association with the proposed or adopted method of contraception or treatment for infertility) one or more of the following medical services related to family planning:

   * Pap Smear
   * Pelvic Examination
   * Rectal Examination
   * Testicular Examination
   * Hemoglobin or Hematocrit
   * Blood Pressure Reading
   * HIV/STI Testing
   * Sterilization
   * Infertility Treatment
   * Preconception Counseling

2. **Family Planning Encounter With An Other Health Care Provider** a documented, face-to-face or virtual encounter between a family planning client and an Other Services Provider (e.g., registered nurses, public health nurses, licensed vocational or licensed practical nurses [LPNs], certified nurse assistants, health educators, social workers, or clinic aides) in which family planning education or counseling services are provided in relation to contraception (proposed or adopted method), infertility or sterilization. The counseling should include a thorough discussion of the following:

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- Reproductive anatomy and physiology
- Infertility, as appropriate
- HIV/STI's
- The variety of family planning methods available, including abstinence and fertility-awareness based methods
- The uses, health risks, and benefits associated with each family planning method
- The need to return for evaluation on a regular basis and as problems are identified
- Pregnancy options counseling

Education and/or counseling related to contraception, infertility or sterilization, which may occur in a group setting on an individual basis, must be face-to-face or virtual contact and documented in the client's medical record in order to be counted as a family planning client.

Laboratory tests, in and of themselves, do not constitute visits of any type. If laboratory testing is performed and there is no other face-to-face or virtual contact between a provider and a client, then the visit cannot be counted. However, if the tests are accompanied by other medical services involving family planning related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility or sterilization, an individual will have had a medical or any other health care provider visit by virtue of such medical services or counseling and/or education and is considered a family planning medical visit.

Pap smears and pelvic examinations in and of themselves constitute a medical visit but not a family planning medical visit. However, if a pap smear and pelvic examination are accompanied by other medical services involving family planning (related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization) **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization, an individual is considered to have had a family planning medical visit.

Once an individual has been determined to be a family planning client, there are a number of required services that must be provided to that client. See the NH FPP *Family Planning Clinical Services Guidelines* for detailed information on the minimum required clinical services for Family Planning sub-recipient agencies.

Examples of Clients Who Are Family Planning Clients

- An adolescent male who comes in for contraceptive methods education and counseling with his adolescent girlfriend can be counted as a family planning client as long as the client is encouraged to receive other documented NH FPP required services for males in the future (e.g., sexual history, partner history, and HIV/STI education, testicular self-

exam (TSE) education, etc.). Minors must be counseled on how to resist sexual coercion; and be encouraged to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. As with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each patient's needs are, and are indicated in the notes within the client's medical chart.

- An adult male under 65 years old coming in for a comprehensive preventive health visit can be counted as a family planning client if the client receives contraceptive method education and/or counseling (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, HIV/STI education, testicular exam, etc.).
- An adult male under 65 years old coming in for an HIV/STI visit can be counted as a family planning client if the client receives contraceptive method counseling and/or education (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, and HIV/STI education, etc.). Required testicular exam screening may not occur during the HIV/STI visit, but should be performed if the client comes back for other health care services in the future. The message that condoms can prevent both unintended pregnancy and HIV/STIs must be included as part of the counseling and/or education provided to the client.
- A male who relies on their partner's method for contraception can be counted as a family planning client if the client receives contraception and preconception counseling, and education on the partner's contraceptive method.
- Sterilized individuals can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such individuals have selected a method of birth control (sterilization). All sub-recipients offering sterilization must obtain informed consent at least 30 days, but no more than 180 days, before the date of sterilization.
- Individuals who are abstinent can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such clients have selected a method of contraception (abstinence).
- A female under 65 years old can be counted as a family planning client if they receive contraception education or counseling and other documented NH FPP required services for females as appropriate (e.g., sexual history, partner history, HIV/STI education, etc.).
- Pregnant individuals or those who are seen for their late stage pregnancy or post-partum visit can be counted as a family planning client if the client receives contraception

education and counseling and/or HIV/STI testing as part of their care.

- Individuals who have a positive pregnancy test result can be counted as a family planning client as long as they receive pregnancy diagnosis and counseling services. Pregnant individuals may be provided with information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination.
- Individuals with a negative pregnancy test can be counted as a family planning client if the client receives contraception education and counseling. In addition, the cause of delayed menses should be investigated.

Examples of Visits That Are Not Considered Family Planning Encounters

- An individual who receives anonymous HIV counseling, testing, and referral services cannot be counted as a family planning client since the visit cannot be documented and the client does not have a medical record.
- An individual whose reasons for visit does not indicate the need for services related to preventing or achieving pregnancy.

III. Core (Minimum) Family Planning Services

The following services must be charged for on a sliding fee scale, which includes a zero pay category for clients with incomes at or below 100% of the FPL, and a discount schedule for clients with family incomes between 101% and 250% of the FPL.

1. Client education must provide all clients with the information needed to: make informed decisions about family planning, use specific methods of contraception and identify adverse effects, perform a breast examination or testicular self-examination (TSE), reduce the risk of HIV/STI transmission, understand the range of available services and the purpose and sequence of clinic procedures, and understand the importance of recommended screening tests and other procedures involved in the family planning visit. Client education must be documented in the client record. All clients should receive education as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning. Education can occur in a group or individual setting.

2. Counseling to assist clients in reaching an informed decision regarding their reproductive health and the choice and continued use of family planning methods and services must be provided for all clients. In addition all clients must receive counseling on, at a minimum, education about HIV infection and STIs, information on risks and HIV/STI infection prevention, and referral services. Documentation of counseling must be included in the client's record. The client's written informed voluntary consent to receive services must be obtained prior to the client receiving any clinical services. In addition, if a client chooses a prescription method of contraception, a method-specific consent form must be obtained and updated routinely at subsequent visits to reflect current information about the method. The signed informed consent form must be kept in the client's record. All clients should receive counseling as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning.

3. Comprehensive history for all clients at initial visit, with updates at subsequent visits, must be obtained. Histories for all clients must include at least the following areas: significant illnesses, hospitalizations, surgery, blood transfusion or exposure to blood products, and acute or chronic medical conditions; allergies; current use of prescription and over-the counter medications; extent of use of tobacco, alcohol, and other drugs; immunization and rubella status; review of systems; pertinent history of immediate family members; and partner history (including injectable drug use, multiple partners, risk history for HIV/AIDs, and sexual orientation). Histories of reproductive functioning in female clients must include at least the following: contraceptive use (past and present); menstrual history; sexual history; obstetrical history; gynecological conditions; history of HIV/STIs; pap smear history; and in utero exposure to DES for clients born between 1940 and 1970. Histories of reproductive function in male clients must include at least the following: sexual history; history of HIV/STIs; and urological conditions.

4. Complete physical exam for all clients should include height and weight, examination

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of the thyroid, heart, lungs, extremities, breasts, abdomen, and blood pressure evaluation. For female clients, the exam *must* include blood pressure evaluation, breast examination, pelvic examination including vulvar evaluation and bimanual exam, pap smear (for those 21 years old and older), and HIV/STI screening, as indicated. All physical examination and laboratory test requirements stipulated in the prescribing information for specific methods of contraception must be followed.

5. Laboratory Tests are required for the provision of specific methods of contraception. Pregnancy testing must be provided onsite and HIV, chlamydia, gonorrhea, and syphilis testing must be provided for all clients upon request or if indicated. The following laboratory procedures must be provided to clients if required in the provision of a contraceptive method: anemia assessment, vaginal wet mount, diabetes (blood sugar) testing, cholesterol or lipid testing, hepatitis B testing, rubella titer, and urinalysis.

7. Level I Infertility Services must be made available to female and male clients desiring such services. Level I Infertility Services includes: initial infertility interview, education, physical examination, counseling, and appropriate referral.

8. Revisit schedules must be individualized based on the client's need for education, counseling, and clinical care beyond that provided at the initial and annual visit. Clients selecting hormonal contraceptives, IUDs, cervical caps, or diaphragms for the first time should be scheduled for a revisit as appropriate after initiation of the method to reinforce its proper use, to check for possible side effects, and to provide additional information or clarification. A new or established client who chooses to continue a method already in use need not return for a revisit unless a need for re-evaluation is determined on the basis of findings at the initial visit.

9. Either directly or through referral, all reversible and permanent methods of contraception must be provided, which include barrier methods (female and male), IUDs, fertility awareness based methods, hormonal methods (injectables, implants, oral contraceptives, and emergency contraception) and sterilization. Methods not directly provided at the site should be referred first to another NH FPP site, if appropriate, and, secondly, elsewhere at an agency with which the site has a formal arrangement with for the provision of the service.

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NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

IV SAMPLE DISCOUNT SCHEDULE

The following discount schedule can be used by sub-recipient agencies to help develop their own discount schedule. This is a sample and does not necessarily reflect the current Federal Poverty Guidelines.

Annual Income:	100% poverty base numbers	100% Discount 100% of poverty **No Fee**		Cat 80 101-135% of poverty **$25 Fee**		Cat 50 136 -185% of poverty **$50 Fee**	
Family Size:		**From:**	**To:**	**From:**	**To:**	**From:**	**To:**
1	$ 12,060	$ -	$ 12,179.60	$12,180.60	$16,400.60	$16,401.60	$ 22,430.60
2	$ 16,240	$ -	$ 16,401.40	$16,402.40	$22,085.40	$22,086.40	$ 30,205.40
3	$ 20,420	$ -	$ 20,623.20	$20,624.20	$27,770.20	$27,771.20	$ 37,980.20
4	$ 24,600	$ -	$ 24,845.00	$24,846.00	$33,455.00	$33,456.00	$ 45,755.00
5	$ 28,780	$ -	$ 29,066.80	$29,067.80	$39,139.80	$39,140.80	$ 53,529.80
6	$ 32,960	$ -	$ 33,288.60	$33,289.60	$44,824.60	$44,825.60	$ 61,304.60
7	$ 37,140	$ -	$ 37,510.40	$37,511.40	$50,509.40	$50,510.40	$ 69,079.40
8	$ 41,320	$ -	$ 41,732.20	$41,733.20	$56,194.20	$56,195.20	$ 76,854.20
Additional family member	$4,180						

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NH DIVISION OF
Public Health Services
Department of Health and Human Services

NH FAMILY PLANNING PROGRAM

Fee Policy Agreement

On behalf of Concord Hospital, I hereby certify that I have read and understand the
(Agency Name)
information and Fee Policy as detailed above. I agree to ensure all agency staff and subcontractors working on the NH FPP project understand and adhere to the aforementioned policy and procedures set forth.

Robert P. Steigmeyer

Authorizing Official: Printed Name

DocuSigned by:
Robert P. Steigmeyer
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Authorizing Official: Signature

President and CEO

Date

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NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT COMMUNITY PARTICIPATION, EDUCATION AND PROJECT PROMOTION POLICY

Section: Maternal & Child Health Sub Section(s): Family Planning Program Version: 2.0
Effective Date: [July 1, 2021] Next Review Date: [June 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with community participation, education and project promotion requirements under the NH FPP Project. The following are covered in this section:

- Informational & Educational Materials Review and Approval
- Collaborative Planning and Community Engagement
- Community Awareness and Education

I. Informational & Educational Materials Review and Approval

The Informational and Educational (I&E) operations for the review and approval of materials rest with the sub-recipient agency; however, NH FPP oversight remains to ensure that the sub-recipient adheres to all NH FPP I&E materials review and approval requirements.

Responsibility for I&E Materials Review and Approval

All I&E materials developed or made available by the sub-recipient agency must be reviewed and approved by a Medical Director (or designee) prior to their distribution. The Medical Director (or designee) may delegate responsibility for the review of the factual, technical, and clinical accuracy of all I&E materials developed or made available by the sub-recipient agency to appropriate project staff (e.g., RN, NP, CNM). If this function is delegated to appropriate project staff, the Medical Director (or designee) must oversee these operations and grant final approval.

Processes and Procedures for I&E Materials Review and Approval

The Medical Director (or designee) must review and approve all I&E materials developed or made available under the NH FPP project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency with the purposes of the NH FPP project. **All materials being distributed or made available under the NH FPP project must be reviewed and re-approved or expired on an annual basis.**

The following criteria must be used for reviewing and approving materials to ensure that the above requirements are fulfilled:

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- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

Documentation Requirements for I&E Materials Review and Approval

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipients to ensure compliance with the NH FPP project as it relates to the review and approval of I&E materials:

1.) **I&E Master List Requirement.** On an annual basis, sub-recipients will be required to submit a comprehensive master list of I&E materials that are currently being distributed or are available to NH FPP clients. *The list must include the date of approval (or re-approval), which must be within one year from the date the I&E master list is due to be submitted.*

2.) **Policies and Procedures.** Sub-recipients must have written documentation that outlines their process for conducting material reviews, which must include:

- A process for assessing factual accuracy of the content of I&E materials reviewed.
- How the factual, technical, and clinical accuracy is ensured.
- Criteria and procedures used to ensure that the materials are suitable for the population and community for which they are intended.
- Processes for reviewing materials written in languages other than English.
- Processes for how review and approval records will be maintained.
- Processes for how old materials will be expired.

II. Community Awareness and Education

Sub-recipients must establish and implement planned activities to facilitate community awareness of and access to family planning services through the provision of community information and education programs. Community information and education programs should serve to achieve community understanding of the objectives of the project, inform the community of the availability of services, and promote continued participation in the project by persons to whom family planning services may be beneficial. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy. A community participation committee can be utilized to execute the functions and operations of this requirement.

Suggestions for Community Awareness and Education Activities:

- Deliver community presentations (e.g., providing education at a local school on a

reproductive health topic).

- Incorporate the four-level socio-ecological model into outreach to understand and address the range of factors (individual, relationship, community and societal) that influence community understanding and continued participation in the family planning project.
- Attend community events to provide health education to attendees (e.g., tabling events, community meetings).
- Conduct presentations to inform community partners (mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations) of services, locations, and hours.
- Meet with community partners and coalitions to discuss family planning program and potential referral opportunities.
- Post up-to-date program information at a range of community venues, including virtual platforms (websites, social media, etc.).
- Distribute and post flyers.
- Distribute program information at community events (e.g., tabling events).

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

Community Participation, Education, and Project Promotion Agreement

On behalf of Concord Hospital (Agency Name), I hereby certify that I have read and understand the The NH FPP policies regarding Community Engagement, Education, and Project Promotion as detailed above. I agree to ensure all agency staff and sub-contractors working on the NH FPP project understand and adhere to the aforementioned policies and procedures set forth.

Robert P. Steigmeyer

Printed Name

DocuSigned by:
Robert P. Steigmeyer
8DD5DBFF8EA8426...

Signature

8/30/2021

Date

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers:

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AGENCY: _____ COMPLETED BY: _____

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through December 31, 2021, the following targets have been set:

1a. ____ clients will be served
1b ____ clients <100% FPL will be served
1c. ____ clients <250% FPL will be served
1d. ____ clients <20 years old will be served
1e. ____ clients on Medicaid will be served
1f. ____ male clients will be served

SFY 22 Outcome (Semi-Annual)

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20 years old
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years old positive for Chlamydia

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Within 30 days of Governor and Council, 100% of sub-recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years old. (*Performance Measure #5*)

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Within 30 days of Governor and Council, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients. (*Performance Measure #6)*

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AGENCY: _____ COMPLETED BY: _____

Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval

Goal 4: Provide appropriate education and networking to ensure vulnerable populations are aware of the availability of family planning services and to inform public audiences about the program's key priorities.

By January 28, 2022, sub-recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services. (*Performance Measure #7)*

☐ Sub-recipient provides grantee a copy of completed outreach & education report by January 28, 2022.

Goal 5: The NH FPP program will assure sub-recipient agencies are providing appropriate training and technical assistance to ensure family planning staff (e.g., any staff with clinical, administrative and/or fiscal responsibilities) are aware of federal guidelines, program priorities, and new developments in reproductive health and that they have the skills to respond.

By January 28, 2022, sub-recipients will submit a 6-month training report for clinical & non-clinical staff that participated in the provision of family planning services and/or activities to ensure adequate knowledge of program policies, practices and guidelines. (*Performance Measure #8)*

☐ Sub-recipient provides grantee a copy of completed annual training report by January 28, 2022.

Goal 6: Provide counseling for minors that encourages delaying the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors' policy for review and approval within 30 days of Governor and Council Approval

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NH FAMILY PLANNING - SFY 22
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AGENCY: _____ COMPLETED BY: _____

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure:** The percent of female family planning clients < 25 years old screened for chlamydia infection.
- **Performance Measure:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

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FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Work Plan Instructions:

Please use the following template to complete the 6-month work plan for the half of FY22. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. *Each objective should be Specific, Measurable, Achievable, Realistic, and Time-phased (SMART).* Each objective must be related and contribute directly to the accomplishment of the stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. *Note:* Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether or not the planned activities were effective (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of the 6-month period, you will report your semi-annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the six months.

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FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement
Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches Care Management Team Clinical Teams Behavioral Health and LCSW staff SWAP materials and SWAP Self-Management Programs and Tools	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate. 2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data) 3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate. 4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc. 5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops. 6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
	1. Director of Quality will analyze data semi-annually to evaluate performance. 2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff Care Transitions Team Care Management Team EHR	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure. 2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission. 3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation Access to local Hospital data	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization 2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.	
Performance Measure: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***To promote the availability of STD screening per CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy***	
Performance Measure: The percent of female family planning clients <25 years old screened for chlamydia infection	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
•	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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8/30/2021

Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.***	
Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74948
Certificate Number : 0005348709

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2021.

William M. Gardner
Secretary of State

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862
HUB International New England
275 US Route 1
Cumberland Foreside, ME 04110

CONTACT NAME:
PHONE (A/C, No, Ext): (207) 829-3450 FAX (A/C, No): (207) 829-6350
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B : Safety National Casualty Corporation	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Capital Region Healthcare Corporation
250 Pleasant Street
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			AWPH38382700	10/1/2020	10/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Worker's Comp			SP4063844	10/1/2020	10/1/2021	$500,000 retention	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2020

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PRODUCER
MARSH USA, INC.
99 HIGH STREET
BOSTON, MA 02110
Attn: Boston.certrequest@Marsh.com

CN107277064-CHS-gener-21-22

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Granite Shield Insurance Exchange	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CAPITAL REGION HEALTHCARE CORPORATION
& CONCORD HOSPITAL, INC.
ATTN: KATHY LAMONTAGNE, ADMINISTRATION
250 PLEASANT STREET
CONCORD, NH 03301

COVERAGES — CERTIFICATE NUMBER: NYC-010660600-04 — REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GSIE-PRIM-2021-101	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 12,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			GSIE-PRIM-2021-101	01/01/2021	01/01/2022		SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of coverage for Concord Regional Visiting Nurse Association (CRVNA)

GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE DATE 1/1/2005 EACH OCCURRENCE AND AGGREGATE LIMITS ARE SHARED AMONGST THE GRANITE SHIELD EXCHANGE HOSPITALS.

CERTIFICATE HOLDER

State of New Hampshire
Dept. of Health & Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Elizabeth Stapleton

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CERTIFICATE

I, William Chapman, Secretary of Concord Hospital, Inc. do hereby certify:

1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

   The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
5) the following persons lawfully occupy the offices indicated below:

   Robert P. Steigmeyer, President
   Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 20th day of August, 2021.

William Chapman
Secretary

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Concord Hospital Mission Statement

Concord Hospital is a charitable organization which exists to meet the health needs of individuals within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability, or inability to pay for such services.

Approved by Board of Trustees 10-21-02; Reaffirmed by Board 11-23-03, 11-15-04, 11-21-05, 11-20-06, 11-19-07, 11-17-08, 11-16-09, 10-18-10, 9-19-11, 9-24-12, 9-23-13, 9-22-14, 9-28-15, 9-26-16, 9-25-17, 9-24-18, 9-23-19, 9-28-20

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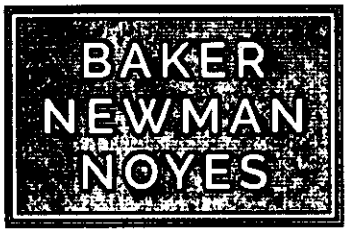

Concord Hospital, Inc. and Subsidiaries

Audited Consolidated Financial Statements

Years Ended September 30, 2020 and 2019
With Independent Auditors' Report

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

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CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements

Years Ended September 30, 2020 and 2019

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BAKER NEWMAN NOYES

Baker Newman & Noyes LLC
MAINE I MASSACHUSETTS I NEW HAMPSHIRE
800.244.7444 I www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2020 and 2019, the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2020 and 2019, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 11, 2020

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CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2020 and 2019

ASSETS
(In thousands)

	2020	2019
Current assets:		
Cash and cash equivalents	$ 29,342	$ 6,404
Short-term investments	73,907	23,228
Accounts receivable	66,175	68,614
Due from affiliates	90	492
Supplies	2,871	2,396
Prepaid expenses and other current assets	6,923	6,662
Total current assets	179,308	107,796
Assets whose use is limited or restricted:		
Board designated	296,887	284,668
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction funds	18,000	38,141
Donor-restricted funds and restricted grants	39,462	39,656
Total assets whose use is limited or restricted	354,349	362,465
Other noncurrent assets:		
Due from affiliates, net of current portion	654	708
Other assets	13,567	18,340
Total other noncurrent assets	14,221	19,048
Property and equipment:		
Land and land improvements	6,332	6,338
Buildings	239,545	194,301
Equipment	255,660	244,834
Construction in progress	12,075	38,734
	513,612	484,207
Less accumulated depreciation	(309,639)	(302,519)
Net property and equipment	203,973	181,688
	$ 751,851	$ 670,997

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LIABILITIES AND NET ASSETS
(In thousands)

	2020	2019
Current liabilities:		
Accounts payable and accrued expenses	$ 34,569	$ 34,354
Accrued compensation and related expenses	30,543	28,174
Accrual for estimated third-party payor settlements	48,392	34,569
Current portion of long-term debt	5,186	7,385
Total current liabilities	118,690	104,482
Long-term debt, net of current portion	116,555	120,713
Accrued pension and other long-term liabilities	146,652	74,718
Total liabilities	381,897	299,913
Net assets:		
Without donor restrictions	331,060	333,022
With donor restrictions	38,894	38,062
Total net assets	369,954	371,084
	$ 751,851	$ 670,997

See accompanying notes.

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CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2020 and 2019
(In thousands)

	2020	2019
Revenue and other support without donor restrictions:		
Patient service revenue	$455,512	$486,272
Other revenue	48,612	21,887
Disproportionate share revenue	18,202	19,215
Net assets released from restrictions for operations	1,983	1,453
Total revenue and other support without donor restrictions	524,309	528,827
Operating expenses:		
Salaries and wages	245,681	250,359
Employee benefits	68,329	61,887
Supplies and other	109,783	106,095
Purchased services	34,943	32,865
Professional fees	7,722	7,681
Depreciation and amortization	24,355	26,150
Medicaid enhancement tax	22,572	22,442
Interest expense	2,595	4,729
Total operating expenses	515,980	512,208
Income from operations	8,329	16,619
Nonoperating income (loss):		
Gifts and bequests without donor restrictions	411	304
Investment income (loss) and other	10,056	(4,906)
Loss on extinguishment of long-term debt	(1,231)	–
Net periodic benefits cost, other than service cost	(2,931)	(2,626)
Total nonoperating income (loss)	6,305	(7,228)
Excess of revenues and nonoperating income (loss) over expenses	$ 14,634	$ 9,391

See accompanying notes.

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CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2020 and 2019
(In thousands)

	2020	2019
Net assets without donor restrictions:		
Excess of revenues and nonoperating income (loss) over expenses	$ 14,634	$ 9,391
Net unrealized gains on investments	–	4,979
Net transfers from affiliates	(145)	388
Net assets released from restrictions used for purchases of property and equipment	61	188
Pension adjustment	(16,512)	(49,984)
Decrease in net assets without donor restrictions	(1,962)	(35,038)
Net assets with donor restrictions:		
Contributions and pledges with donor restrictions	2,079	1,912
Net investment gain (loss)	945	(103)
Contributions to affiliates and other community organizations	(210)	(186)
Unrealized gains (losses) on trusts administered by others	62	(147)
Net assets released from restrictions for operations	(1,983)	(1,453)
Net assets released from restrictions used for purchases of property and equipment	(61)	(188)
Increase (decrease) in net assets with donor restrictions	832	(165)
Decrease in net assets	(1,130)	(35,203)
Net assets, beginning of year	371,084	406,287
Net assets, end of year	$369,954	$371,084

See accompanying notes.

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CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2020 and 2019
(In thousands)

	2020	2019
Cash flows from operating activities:		
Decrease in net assets	$ (1,130)	$ (35,203)
Adjustments to reconcile decrease in net assets to net cash provided by operating activities:		
Contributions and pledges with donor restrictions	(2,079)	(1,912)
Depreciation and amortization	24,355	26,150
Net realized and unrealized (gains) losses on investments	(7,469)	5,483
Bond premium and issuance cost amortization	(356)	(368)
Equity in earnings of affiliates, net	(4,865)	(7,345)
Loss on disposal of property and equipment	33	35
Loss on extinguishment of long-term debt	1,231	–
Pension adjustment	16,512	49,984
Changes in operating assets and liabilities:		
Accounts receivable	2,439	1,647
Supplies, prepaid expenses and other current assets	(736)	(1,717)
Other assets	5,758	(4,087)
Due from affiliates	456	227
Accounts payable and accrued expenses	6,228	(8,826)
Accrued compensation and related expenses	2,369	1,528
Accrual for estimated third-party payor settlements	13,823	(809)
Accrued pension and other long-term liabilities	55,422	(23,568)
Net cash provided by operating activities	111,991	1,219
Cash flows from investing activities:		
Increase in property and equipment, net	(53,596)	(31,698)
Purchases of investments	(132,901)	(43,333)
Proceeds from sales of investments	95,541	76,304
Equity distributions from affiliates	3,813	6,309
Net cash (used) provided by investing activities	(87,143)	7,582
Cash flows from financing activities:		
Payments on long-term debt	(52,800)	(9,058)
Proceeds from issuance of long-term debt	49,102	–
Bond issuance costs	(256)	–
Contributions and pledges with donor restrictions	2,044	1,970
Net cash used by financing activities	(1,910)	(7,088)
Net increase in cash and cash equivalents	22,938	1,713
Cash and cash equivalents at beginning of year	6,404	4,691
Cash and cash equivalents at end of year	$ 29,342	$ 6,404

Supplemental disclosure:
At September 30, 2019, amounts totaling $6,990 related to the purchase of property and equipment were included in accounts payable and accrued expenses.

See accompanying notes.

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1. Description of Organization and Summary of Significant Accounting Policies

Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Region Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new entity. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, the Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic funds with donor restrictions, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2020 and 2019 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities independently and in cooperation with other entities.

NH Cares ACO, LLC (NHC) is a single member limited liability company that engages in providing medical services to Medicare beneficiaries as an accountable care organization. NHC has a perpetual life and is subject to termination in certain events.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC and NHC. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

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1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Concentration of Credit Risk

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected explicit and implicit price concessions, including estimated implicit price concessions from uninsured patients. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The Hospital's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total Hospital investments as of September 30, 2020 and 2019.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds with original maturities of three months or less, excluding assets whose use is limited or restricted.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or net realizable value.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees for workers' compensation reserves, self-insurance escrows, construction funds, designated assets set aside by the Board of Trustees (over which the Board retains control and may, at its discretion, subsequently use for other purposes), and donor-restricted investments.

Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. For 2020, investment income (including realized gains and losses on investments, interest and dividends) and the net change in unrealized gains and losses on investments are included in the excess of revenues and nonoperating income over expenses in the accompanying consolidated statements of operations, unless the income or loss is restricted by donor or law. The change in net unrealized gains and losses on investments in 2019 (prior to the effective date of Accounting Standards Update (ASU) 2016-01 as discussed within the "Recent Accounting Pronouncements" section of Note 1) is reported as a separate component of the change in net assets without donor restrictions, except declines that are determined by management to be other than temporary, which are reported as an impairment charge (included in the excess of revenues and nonoperating income over expenses). No such losses were recorded in 2019.

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1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are without donor restrictions. The System's interest in the fair value of the trust assets is included in assets whose use is limited or restricted and as net assets with donor restrictions. Changes in the fair value of beneficial trust assets are reported as increases or decreases to net assets with donor restrictions.

Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated funds.

Endowment funds are identified as perpetual in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Specific purpose funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

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1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Accounts Receivable

For accounts receivable resulting from revenue recognized prior to October 1, 2019, an allowance for doubtful accounts was established to reduce the carrying value of such receivables to their estimated net realizable value. Generally, this allowance was estimated based on the aging of accounts receivable, historical collection experience and other factors. Under the provisions of Financial Accounting Standards Board (FASB) ASU No. 2014-09, *Revenue from Contracts with Customers*, which the System adopted effective October 1, 2019 using the full retrospective method, when an unconditional right to payment exists, subject only to the passage of time, the right is treated as a receivable. Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. As a result of the full retrospective method adoption of ASU No. 2014-09, accounts receivable at September 30, 2020 and 2019 reflect the fact that any estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than allowance for doubtful accounts. At September 30, 2020 and 2019, estimated implicit price concessions of $14,072 and $14,635, respectively, had been recorded as reductions to accounts receivable balances to enable the System to record revenues and accounts receivable at the estimated amounts expected to collected.

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2020 and 2019, depreciation expense was $24,355 and $26,150, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. During 2020 and 2019, the Hospital capitalized $1,953 and $652, respectively, of interest expense relating to various construction projects.

Gifts of long-lived assets such as land, buildings or equipment are reported as support without donor restrictions, and are excluded from the excess of revenues and nonoperating income over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets, are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

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1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium and bond issuance costs are presented as a component of bonds payable.

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System uses an industry standard approach in calculating the costs associated with providing charity care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2020 and 2019 were approximately $206 and $88, respectively.

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of donated assets. Donated investments, supplies and equipment are reported at fair value at the date of receipt. Unconditional promises to give cash and other assets are reported at fair value at the date of receipt of the promise. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statement of operations as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Some net assets with donor restrictions have been restricted by donors to be maintained by the System in perpetuity.

Patient Service Revenue

Prior to the adoption of ASU 2014-09 by the System on October 1, 2019, the System recognized patient service revenue as services were rendered and reported revenue at the estimated net realizable amounts from patients, third-party payors and others for services rendered. On the basis of historical experience, a portion of the System's uninsured patients were unable or unwilling to pay for services provided. Thus, the System recorded a provision for doubtful accounts related to uninsured patients in the period the services were provided. The System adopted the new standard effective October 1, 2019, using the full retrospective method and updated its accounting policies related to revenues, as discussed below. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption.

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1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Revenues generally relate to contracts with patients in which the System's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for inpatient services are generally satisfied over a period of days. Performance obligations for outpatient services are generally satisfied over a period of less than one day. The contractual relationships with patients, in most cases, also involve a third-party payor (Medicare, Medicaid, managed care health plans and commercial insurance companies, including plans offered through the health insurance exchanges) and the transaction prices for the services provided are dependent upon the terms provided by Medicare and Medicaid or negotiated with managed care health plans and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. Medicare generally pays for inpatient and outpatient services at prospectively determined rates based on clinical, diagnostic and other factors. Services provided to patients having Medicaid coverage are generally paid at prospectively determined rates per discharge, per identified service or per covered member. Agreements with commercial insurance carriers, managed care and preferred provider organizations generally provide for payments based upon predetermined rates per diagnosis, per diem rates or discounted fee-for-service rates. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

The collection of outstanding receivables for Medicare, Medicaid, managed care payers, other third-party payors and patients is the System's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts, including patient accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but patient responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities that represent a majority of hospital revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling twelve-months accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provides reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.

The System receives payment for other Medicaid outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenues in the year that such amounts become known. For the years ended September 30, 2020 and 2019, patient service revenue in the accompanying consolidated statements of operations increased by approximately $3,400 and $5,600, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

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1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Revenues from the Medicare and Medicaid programs accounted for approximately 35% and 4% and 34% and 4% of the Hospital's patient service revenue for the years ended September 30, 2020 and 2019, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

Excess of Revenues and Nonoperating Income (Loss) Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for contributions and pledges without donor restrictions, the related philanthropy expenses and investment income which are recorded as nonoperating income.

The consolidated statements of operations also include excess of revenues and nonoperating income (loss) over expenses. Changes in net assets without donor restrictions which are excluded from excess of revenues and nonoperating income over expenses, consistent with industry practice, include the permanent transfers of assets to and from affiliates for other than goods and services, pension liability adjustments and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets). Prior to the adoption of ASU 2016-01 on October 1, 2019, unrealized gains and losses on equity securities other than trading securities or losses considered other than temporary were excluded from the performance indicator. Effective October 1, 2019, unrealized gains and losses on equity securities are recorded within the performance indicator in order to conform to ASU 2016-01.

Estimated Workers' Compensation and Health Care Claims

The provision for estimated workers' compensation and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in Note 10. Accordingly, costs have been allocated among program services and supporting services benefitted.

Income Taxes

The Hospital, CRHCDC, CRHVC, and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. NHC is organized as a single member limited liability company and has elected to be treated as a disregarded entity for federal and state income tax reporting purposes. Accordingly, all income or losses and applicable tax credits are reported on the member's income tax returns, with the exception of taxes due to the State of New Hampshire. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

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1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately $181 and $251 for the years ended September 30, 2020 and 2019, respectively.

Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The ASU supersedes the revenue recognition requirements in Topic 605 (Revenue Recognition) and most industry-specific guidance throughout the Industry Topics of Codification. The core principal of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The System adopted the new standard effective October 1, 2019, using the full retrospective method. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption. The most significant impact of adopting the new standard is the presentation of the consolidated statements of operations, where "patient service revenues" is presented net of estimated implicit price concession revenue deductions. The related presentation of "allowances for doubtful accounts" has also been eliminated from the consolidated balance sheets as a result of the adoption of the new standard.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* (ASU 2016-01). ASU 2016-01 requires equity securities to be measured at fair value with changes in fair value recognized through the excess of revenues and nonoperating income (loss) over expenses unless restricted by law or donors. ASU 2016-01 was effective for the System on October 1, 2019 and has been applied on a prospective basis. As a result of adopting ASU 2016-01, unrealized gains and losses on equity securities have been included in investment income (loss) and other in the 2020 consolidated statement of operations. ASU 2016-01 did not impact the accounting for investments in debt securities. As such, unrealized gains and losses on debt securities, if applicable, continue to be excluded from the excess of revenues and nonoperating income (loss) over expenses, and instead are reflected within the change in net assets.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 was effective for the System on October 1, 2019 and has been applied retrospectively to all periods presented. The adoption of ASU 2018-08 did not have a material impact on these consolidated financial statements.

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1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the System on October 1, 2022. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* (ASU 2018-13). The amendments in this ASU modify the disclosure requirements for fair value measurements for Level 3 assets and liabilities, and eliminate the requirement to disclose transfers between Levels 1 and 2 of the fair value hierarchy, among other modifications. ASU 2018-13 is effective for the System on October 1, 2020, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-13 will have on its consolidated financial statements.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets.* ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statement of operations and disclose the amount of contributed nonfinancial assets recognized within the statement of operations by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the System for transactions in which they serve as the resource recipient beginning October 1, 2021, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2020-07 on its financial statements.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. Patient volumes and the related revenues for most services were significantly impacted in the last two weeks of March 2020 and continued to be impacted in the third and fourth quarters of fiscal 2020 as various policies were implemented by federal, state and local governments in response to the COVID-19 pandemic that have caused many people to remain at home and forced the closure of or limitations on certain businesses, as well as suspended elective procedures by health care facilities.

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1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

While some of these restrictions have been eased across the U.S. and the State of New Hampshire has lifted limitations on nonemergent procedures, some restrictions remain in place. While consolidated patient volumes and revenues experienced gradual improvement beginning in the latter part of April and continuing through the end of the fourth fiscal quarter, uncertainty still exists as the future is unpredictable. The System's pandemic response plan has multiple facets and continues to evolve as the pandemic unfolds. The System has taken precautionary steps to enhance its operational and financial flexibility, and react to the risks the COVID-19 pandemic presents in its operations, including the following:

- Implemented certain cost reduction initiatives;
- Increased the availability on its revolving line of credit from $10,000 to $40,000;
- Elected to defer payments on employer payroll tax incurred through December 31, 2020 as provided for under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act;
- Since the declaration of the pandemic, the System received $57,885 of accelerated Medicare payments (Note 5) and $29,468 in general and targeted Provider Relief Fund distributions, both as provided for under the CARES Act.

The System believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond control and ability to forecast. Such factors include, but are not limited to, the scope and duration of stay-at-home practices and business closures and restrictions, government-imposed or recommended suspensions of elective procedures, continued declines in patient volumes for an indeterminable length of time, increases in the number of uninsured and underinsured patients as a result of higher sustained rates of unemployment, incremental expenses required for supplies and personal protective equipment, and changes in professional and general liability exposure. Because of these and other uncertainties, the System cannot estimate the length or severity of the impact of the pandemic on its operations. Decreases in cash flows and results of operations may have an impact on the inputs and assumptions used in significant accounting estimates, including estimated implicit price concessions related to uninsured patient accounts, and professional and general liability reserves.

During the third quarter of fiscal 2020, the System was awarded $9,539 from the $50 billion general distribution fund and $19,929 of targeted distributions from the CARES Act Provider Relief Fund. These distributions from the Provider Relief Fund are not subject to repayment, provided the System is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through September 30, 2020, the System recognized $29,468 related to these general distribution funds, and these payments are recorded within other revenue in the consolidated statements of operations for the year ended September 30, 2020.

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1. Description of Organization and Summary of Significant Accounting Policies (Continued)

The CARES Act also provides for a deferral of payments of the employer portion of payroll tax incurred during the pandemic, allowing half of such payroll taxes to be deferred until December 2021 and the remaining half until December 2022. At September 30, 2020, the System had deferred $6,051 of payroll taxes recorded within accrued pension and other long-term liabilities in the accompanying consolidated balance sheet.

The System will continue to monitor compliance with the terms and conditions of the Provider Relief Fund and other potential assistance programs and available grants, and the impact of the pandemic on revenues and expenses. If the System is unable to attest to or comply with current or future terms and conditions, the System's ability to retain some or all of the distributions received may be impacted.

Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and December 11, 2020, the date the consolidated financial statements were available to be issued.

On October 19, 2020, the Hospital entered into a proposed asset purchase agreement (the Agreement) with LRGHealthcare (the Seller) to acquire certain assets of Lakes Region General Hospital in Laconia, New Hampshire, and Franklin Regional Hospital in Franklin, New Hampshire. Upon execution of the Agreement, the Seller filed a voluntary case under Chapter 11 of the United States bankruptcy code. As a result, the Agreement is subject to bankruptcy proceedings, including a formal bid process and auction as well as subsequent regulatory approvals should the Hospital's bid be accepted. The outcome of these events is unknown as of the date of these consolidated financial statements, and therefore no amounts have been reflected within these consolidated financial statements related to the above.

2. Transactions With Affiliates

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2020 and 2019, transfers made to CRHC were $(457) and $(214), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were $312 and $602, respectively.

A brief description of affiliated entities is as follows:

- CRHSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Concord Regional Visiting Nurse Association, Inc. and Subsidiary (CRVNA) provides home health care services.
- Riverbend, Inc. provides behavioral health services.

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2. Transactions With Affiliates (Continued)

Amounts due the System, primarily from joint ventures, totaled $744 and $1,200 at September 30, 2020 and 2019, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables ($654 and $708 at September 30, 2020 and 2019, respectively) with principal and interest (6.75% at September 30, 2020) payments due monthly. Interest income amounted to $46 and $50 for the years ended September 30, 2020 and 2019, respectively.

Contributions to affiliates and other community organizations from net assets with donor restrictions were $210 and $186 in 2020 and 2019, respectively.

3. Investments and Assets Whose Use is Limited or Restricted

Short-term investments totaling $73,907 and $23,228 at September 30, 2020 and 2019, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	2020	2019
Board designated funds:		
Cash and cash equivalents	$ 961	$ 7,762
Fixed income securities	25,457	23,592
Marketable equity and other securities	258,108	242,088
Inflation-protected securities	12,361	11,226
	296,887	284,668
Held by trustee for workers' compensation reserves:		
Fixed income securities	2,974	3,140
Self-insurance escrows and construction funds:		
Cash and cash equivalents	1,242	10,568
Fixed income securities	3,176	14,816
Marketable equity securities	10,608	9,617
	15,026	35,001
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	4,027	5,930
Fixed income securities	1,850	1,771
Marketable equity securities	21,299	19,865
Inflation-protected securities	1,020	921
Trust funds administered by others	10,965	10,903
Other	301	266
	39,462	39,656
	$354,349	$362,465

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3. Investments and Assets Whose Use is Limited or Restricted (Continued)

Included in marketable equity and other securities above are $188,376 and $175,251 at September 30, 2020 and 2019, respectively, in so called alternative investments and collective trust funds. See also Note 14.

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	2020	2019
Net assets without donor restrictions:		
Interest and dividends	$ 4,894	$ 5,606
Investment income from trust funds administered by others	539	530
Net realized gains (losses) on sales of investments	9,312	(9,863)
Net unrealized (losses) gains on investments	(2,448)	4,979
	12,297	1,252
Net assets with donor restrictions:		
Interest and dividends	402	349
Net realized gains (losses) on sales of investments	768	(779)
Net unrealized (losses) gains on investments	(163)	180
	1,007	(250)
	$13,304	$ 1,002

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was $2,024 and $1,710 in 2020 and 2019, respectively.

Investment management fees expensed and reflected in nonoperating income were $849 and $863 for the years ended September 30, 2020 and 2019, respectively.

In accordance with ASU 2016-01, which the System adopted prospectively on October 1, 2019, no impairment analysis is required as of September 30, 2020 for equity securities. There were no unrealized losses in securities other than equity securities at September 30, 2020. The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2019:

	Less Than 12 Months		12 Months or Longer		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Marketable equity securities	$ 1,173	$ (432)	$13,650	$ (1,029)	$14,823	$ (1,461)
Fund-of-funds	10,322	(747)	–	–	10,322	(747)
Collective trust funds	13,226	(490)	30,814	(2,497)	44,040	(2,987)
	$24,721	$ (1,669)	$44,464	$ (3,526)	$69,185	$ (5,195)

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3. Investments and Assets Whose Use is Limited or Restricted (Continued)

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes there are no securities that have suffered an other-than-temporary decline in value at September 30, 2019.

4. Defined Benefit Pension Plan

The System has a noncontributory defined benefit pension plan (the Plan), covering all eligible employees of the System and subsidiaries. The Plan provides benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

The System accounts for its defined benefit pension plan under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

The following table summarizes the Plan's funded status at September 30, 2020 and 2019:

	2020	2019
Funded status:		
Fair value of plan assets	$ 258,752	$ 251,574
Projected benefit obligation	(327,793)	(304,836)
	$ (69,041)	$ (53,262)
Activities for the year consist of:		
Benefit payments and administrative expenses paid	$ 21,516	$ 26,475
Net periodic benefit cost	15,267	12,958

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4. Defined Benefit Pension Plan (Continued)

The table below presents details about the System's defined benefit pension plan, including its funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	2020	2019
Change in benefit obligation:		
Projected benefit obligation at beginning of year	$304,836	$267,072
Service cost	12,336	10,332
Interest cost	11,102	12,096
Actuarial loss	19,835	40,111
Benefit payments and administrative expenses paid	(21,516)	(26,475)
Other adjustments to benefit cost	1,200	1,700
Projected benefit obligation at end of year	$327,793	$304,836
Change in plan assets:		
Fair value of plan assets at beginning of year	$251,574	$235,752
Actual return on plan assets	12,694	1,297
Employer contributions	16,000	41,000
Benefit payments and administrative expenses	(21,516)	(26,475)
Fair value of plan assets at end of year	$258,752	$251,574
Funded status and amount recognized in noncurrent liabilities at September 30	$(69,041)	$(53,262)

Amounts recognized as a change in net assets without donor restrictions during the years ended September 30, 2020 and 2019 consist of:

	2020	2019
Net actuarial loss	$ 27,689	$56,890
Net amortized loss	(11,420)	(7,153)
Prior service credit amortization	243	247
Total amount recognized	$ 16,512	$49,984

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4. Defined Benefit Pension Plan (Continued)

Pension Plan Assets

The fair values of the System's pension plan assets as of September 30, 2020 and 2019, by asset category are as follows (see Note 14 for level definitions). In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

	2020 Level 1	2019 Level 1
Short-term investments:		
Money market funds	$ 1,189	$ 5,111
Equity securities:		
Common stocks	7,862	9,356
Mutual funds – international	–	9,835
Mutual funds – domestic	72,339	64,805
Mutual funds – inflation hedge	7,685	8,919
Fixed income securities:		
Mutual funds – REIT	525	986
Mutual funds – fixed income	19,628	22,944
	109,228	121,956
Funds measured at net asset value:		
Equity securities:		
Funds-of-funds	87,887	77,700
Collective trust funds:		
Equities	51,545	42,325
Fixed income	10,092	9,593
	149,524	129,618
Total investments at fair value	$258,752	$251,574

The target allocation for the System's pension plan assets as of September 30, 2020 and 2019, by asset category are as follows:

	2020		2019	
	Target Allocation	Percentage of Plan Assets	Target Allocation	Percentage of Plan Assets
Short-term investments	0-20%	0%	0-20%	2%
Equity securities	40-80%	68	40-80%	68
Fixed income securities	5-80%	12	5-80%	13
Other	0-30%	20	0-30%	17

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4. Defined Benefit Pension Plan (Continued)

The funds-of-funds are invested with thirteen investment managers and have various restrictions on redemptions. One manager holding amounts totaling approximately $15 million at September 30, 2020 allows for semi-monthly redemptions, with 5 days' notice. One manager holding approximately $7 million at September 30, 2020 allows for monthly redemptions, with 15 days' notice. Six managers holding amounts totaling approximately $38 million at September 30, 2020 allow for quarterly redemptions, with notices ranging from 45 to 65 days. Three of the managers holding amounts of approximately $15 million at September 30, 2020 allow for annual redemptions, with notice ranging from 60 to 90 days. Two of the managers holding amounts of approximately $13 million at September 30, 2020 allows for redemptions on a semi-annual basis, with a notice of 60 days. The collective trust funds allow for daily or monthly redemptions, with notices ranging from 6 to 10 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%), limit the percent of the investment that can be redeemed each redemption period, or are subject to certain lock periods.

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

The System's investment policy for its pension plan is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

Amounts included in expense during fiscal 2020 and 2019 consist of:

	2020	2019
Components of net periodic benefit cost:		
Service cost	$ 12,336	$ 10,332
Interest cost	11,102	12,096
Expected return on plan assets	(20,548)	(18,076)
Amortization of prior service credit and loss	11,177	6,906
Other adjustments to benefits cost	1,200	1,700
Net periodic benefit cost	$ 15,267	$ 12,958

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4. Defined Benefit Pension Plan (Continued)

The accumulated benefit obligations for the plan at September 30, 2020 and 2019 were $310,208 and $288,126, respectively.

	2020	2019
Weighted average assumptions to determine benefit obligation:		
Discount rate	3.11%	3.59%
Rate of compensation increase	2.50% for the next two years; 3.00% thereafter	2.50% for the next three years; 3.00% thereafter
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	3.59%	4.63%
Expected return on plan assets	7.75	7.75
Cash balance credit rate	5.00	5.00
Rate of compensation increase	2.50/3.00	3.00

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the plan's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2021 are as follows:

Actuarial loss	$ 12,623
Prior service credit	(243)
	$ 12,380

The System funds the pension plan and no contributions are made by employees. The System funds the plan annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plan in excess of the minimum required amount.

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund $16,000 in cash contributions to the plan for the 2021 plan year.

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4. Defined Benefit Pension Plan (Continued)

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

Year Ended September 30	Pension Benefits
2021	$ 18,023
2022	17,861
2023	18,581
2024	19,090
2025	19,140
2026 – 2030	109,179

5. Estimated Third-Party Payor Settlements

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee schedule basis.

Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% of net patient service revenues in State fiscal years 2020 and 2019. The amount of tax incurred by the System for 2020 and 2019 was $22,572 and $22,442, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded within revenue without donor restrictions and other support and amounted to $18,202 in 2020 and $19,215 in 2019, net of reserves referenced below.

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5. Estimated Third-Party Payor Settlements (Continued)

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 to 2016, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date or any future redistributions.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The Hospital is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee schedule basis.

Other

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, fee schedules, and prospectively determined rates.

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2016 for Medicare and 2015 for Medicaid.

During fiscal year 2020, the System requested accelerated Medicare payments as provided for in the CARES Act, which allows for eligible health care facilities to request up to six months of advance Medicare payments for acute care hospitals or up to three months of advance Medicare payments for other health care providers. One year from the date of receipt of the advance payments (beginning April 2021) 25% of the advances will be recouped in the first eleven months. An additional 25% of the advances will be recouped in the next six months, with the entire amount repayable in 29 months. Any outstanding balance after 29 months is repayable at a 4% interest rate. During the third quarter of fiscal 2020, the System received $57,885 from these accelerated Medicare payment requests, of which the current portion due within a year, totaling $7,893, is recorded under the caption "accrual for estimated third-party payors" and the long-term portion, totaling $49,992, in the caption "accrued pension and other long-term liabilities" in the accompanying consolidated balance sheet for the year ended September 30, 2020.

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6. Long-Term Debt and Revolving Line of Credit

Revolving Line of Credit

In November 2019, the Hospital entered into a $10,000 revolving line of credit agreement with a bank. In June 2020, the Hospital increased the availability on the line of credit to $40,000. Any amounts outstanding under the agreement bear interest at the per annum London Interbank Offered Rate (LIBOR) plus 1.85% (2.24% at September 30, 2020). In the event LIBOR is discontinued while the agreement remains in place, a replacement rate will be assigned, as determined by the bank. The agreement is set to expire on May 30, 2021. The line of credit is secured by substantially all business assets. No amounts were outstanding under this revolving line of credit at September 30, 2020.

Long-term debt consists of the following at September 30, 2020 and 2019:

	2020	2019
2020A note payable to a bank, due October 1, 2026, interest at 1.93% per annum, payable in monthly and annual principal payments ranging from $2,427 to $2,580 beginning October 2022	$ 12,520	$ –
2020B note payable to a bank, due October 1, 2035 (lender has the option to extend the maturity date through October 1, 2043), interest at 2.26% per annum, payable in monthly and annual principal payments ranging from $991 to $2,942 beginning October 2023. Final balloon payment of $10,157 due October 1, 2035, if the maturity date is not extended by the lender	36,582	–
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2017; interest of 5.0% per year and principal payable in annual installments. Installments ranging from $2,010 to $5,965 beginning October 2032, including unamortized original issue premium of $6,901 in 2020 and $7,215 in 2019	61,111	61,425
3.38% to 5.0% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from $1,543 to $3,555 through 2043, including unamortized original issue premium of $242 in 2020 and $2,824 in 2019. Series 2013A revenue bonds totaling $33,785 were refunded in 2020 through issuance of the 2020B note payable described below	2,867	40,469
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from $1,860 to $2,038 through 2024	7,601	9,341
4.25% to 5.5% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from $2,737 to $5,192 through 2026, including unamortized original issue premium of $19 in 2020 and $136 in 2019. Series 2011 revenue bonds totaling $11,780 were refunded in 2020 through issuance of the 2020A note payable described below	2,044	18,201
	122,725	129,436
Less unamortized bond issuance costs	(984)	(1,338)
Less current portion	(5,186)	(7,385)
	$116,555	$120,713

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6. Long-Term Debt and Notes Payable (Continued)

In March 2020, the Hospital entered into a $12,520 note payable agreement (2020A note) with a lender to advance refund $11,780 of the Series 2011 NHHEFA Hospital Revenue Bonds. As a result of the advance refunding, the unamortized bond issuance costs and original issue discount related to the bonds refunded were included in loss on extinguishment of debt and totaled $520 for the year ended September 30, 2020. As of September 30, 2020, $11,780 of the Series 2011 advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding. In conjunction with the issuance of the 2020A note, in order to further reduce debt service obligations, the Hospital, NHHEFA and the lender entered into a forward purchase agreement. Under the forward purchase agreement, the Hospital has the option to request NHHEFA to issue tax-exempt revenue bonds on or after July 3, 2021 to refinance the 2020A note.

In March 2020, the Hospital entered into a $36,582 note payable agreement (2020B note) with a lender to advance refund the Series 2013A NHHEFA Hospital Revenue Bonds. As a result of the bond refinancing, the unamortized bond issuance costs and original issue premium related to the Series 2013A NHHEFA Hospital Revenue Bonds were included in loss on extinguishment of debt and totaled $711 for the year ended September 30, 2020. As of September 30, 2020, $33,785 of the Series 2013A advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding. In conjunction with the issuance of the 2020B note, in order to further reduce debt service obligations, the Hospital, NHHEFA and the lender entered into a forward purchase agreement. Under the forward purchase agreement, the Hospital has the option to request NHHEFA to issue tax-exempt revenue bonds on or after July 3, 2022 to refinance the 2020B note.

In December 2017, $62,004 (including an original issue premium of $7,794) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017, were issued to pay for the construction of a new medical office building. In addition, the Series 2017 Bonds reimbursed the Hospital for capital expenditures incurred in association with the construction of a parking garage and the construction of a medical office building, as well as routine capital expenditures.

In February 2013, $48,631 (including an original issue premium of $3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities.

In March 2011, $49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment.

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6. Long-Term Debt and Notes Payable (Continued)

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for all outstanding long-term debt and the revolving line of credit. In addition, the gross receipts of the Hospital are also pledged as collateral for all outstanding long-term debt and the revolving line of credit. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The Hospital was in compliance with its debt covenants at September 30, 2020 and 2019.

The obligations of the Hospital under the 2020A and B notes, Series 2017, Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to $4,888 (including capitalized interest of $1,953) and $5,697 (including capitalized interest of $652) for the years ended September 30, 2020 and 2019, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 and thereafter are as follows:

2021	$ 5,186
2022	5,636
2023	6,239
2024	6,298
2025	5,339
Thereafter	86,865
	$115,563

7. Commitments and Contingencies

Malpractice Loss Contingencies

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2020, there were no known malpractice claims outstanding for the System, which, in the opinion of management will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which require loss accruals. The System has established reserves for unpaid claim amounts for Hospital and Physician Professional Liability and General Liability reported claims and for unreported claims for incidents that have been incurred but not reported. The amounts of the reserves total $4,081 and $3,834 at September 30, 2020 and 2019, respectively and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

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7. Commitments and Contingencies (Continued)

The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. At September 30, 2020, the System's interest in the captive represents approximately 80% of the captive. The System accounts for its investments in the captive under the equity method since control of the captive is shared equally between the participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately $5,509 and $7,270 at September 30, 2020 and 2019, respectively, in other noncurrent assets on the accompanying consolidated balance sheets. Changes in the System's interest are included in nonoperating income on the accompanying consolidated statements of operations

In accordance with ASU No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2020 and 2019, the Hospital recorded a liability of approximately $3,000 and $4,100, respectively, related to estimated professional liability losses. At September 30, 2020 and 2019, the Hospital also recorded a receivable of $3,000 and $4,100, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities and other assets, respectively, on the consolidated balance sheets.

Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of $2,388 and $2,797 at September 30, 2020 and 2019, respectively, are recorded within accounts payable and accrued expenses on the accompanying consolidated balance sheets and have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled $2,974 and $3,140 at September 30, 2020 and 2019, respectively, and is included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

Litigation

The System is involved in litigation and regulatory investigations arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of $440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2020 and 2019, have been recorded as a liability of $5,709 and $4,391, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

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7. Commitments and Contingencies (Continued)

Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2020 are as follows:

Year Ending September 30:	
2021	$ 6,437
2022	6,119
2023	5,990
2024	5,273
2025	3,758
Thereafter	9,651
	$37,228

Rent expense was $7,125 and $7,392 for the years ended September 30, 2020 and 2019, respectively.

8. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at September 30:

	2020	2019
Purpose restriction:		
Health education and program services	$ 14,997	$ 14,734
Capital acquisitions	1,870	1,764
Indigent care	126	133
Pledges receivable with stipulated purpose and/or time restrictions	283	223
	17,276	16,854
Perpetual in nature:		
Health education and program services	18,744	18,319
Capital acquisitions	803	803
Indigent care	1,811	1,811
Annuities to be held in perpetuity	260	275
	21,618	21,208
Total net assets with donor restrictions	$38,894	$38,062

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9. Patient Service Revenue

An estimated breakdown of patient service revenues for the Hospital by major payor sources is as follows for the years ended September 30:

	2020	2019
Private payor (includes coinsurance and deductibles)	$270,386	$288,321
Medicare	158,386	166,737
Medicaid	18,646	21,602
Self-pay	6,176	6,876
	$453,594	$483,536

10. Functional Expenses

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	Health Services	General and Administrative	Fund-raising	Total
2020				
Salaries and wages	$203,587	$41,594	$ 500	$245,681
Employee benefits	56,622	11,568	139	68,329
Supplies and other	96,353	13,346	84	109,783
Purchased services	21,062	13,753	128	34,943
Professional fees	7,722	–	–	7,722
Depreciation and amortization	16,363	7,735	257	24,355
Medicaid enhancement tax	22,572	–	–	22,572
Interest	1,756	812	27	2,595
	$426,037	$88,808	$1,135	$515,980
2019				
Salaries and wages	$208,279	$41,607	$ 473	$250,359
Employee benefits	51,485	10,285	117	61,887
Supplies and other	91,029	14,912	154	106,095
Purchased services	24,362	8,369	134	32,865
Professional fees	7,675	6	–	7,681
Depreciation and amortization	17,459	8,415	276	26,150
Medicaid enhancement tax	22,442	–	–	22,442
Interest	3,173	1,506	50	4,729
	$425,904	$85,100	$1,204	$512,208

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10. Functional Expenses (Continued)

The consolidated financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as depreciation and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Employee benefits are allocated in accordance with the ratio of salaries and wages of the functional classes. Specifically identifiable costs are assigned to the function which they are identified to.

11. Charity Care and Community Benefits (Unaudited)

The Hospital maintains records to identify and monitor the level of charity care it provides. The Hospital provides traditional charity care, as well as other forms of community benefits. The estimated cost of all such benefits provided is as follows for the years ended September 30:

	2020	2019
Government sponsored healthcare	$31,319	$29,683
Community health services	1,582	2,190
Health professions education	2,304	2,874
Subsidized health services	44,867	42,431
Research	81	84
Financial contributions	829	552
Community building activities	–	40
Community benefit operations	72	70
Charity care costs (see Note 1)	3,445	4,696
	$84,499	$82,620

The Hospital incurred estimated costs for services to Medicare patients in excess of the payment from this program of $71,877 and $57,580 in 2020 and 2019, respectively.

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12. Concentration of Credit Risk

The Hospital grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	2020	2019
Patients	10%	12%
Medicare	37	32
Anthem Blue Cross	15	14
Cigna	4	3
Medicaid	9	11
Commercial	23	25
Workers' compensation	2	3
	100%	100%

13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 16,290 in 2020 and 24,200 in 2019. The volunteers provide various nonspecialized services to the Hospital, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

14. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

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14. Fair Value Measurements (Continued)

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2020 and 2019. In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

	Level 1	Level 2	Level 3	Total
2020				
Cash and cash equivalents	$ 80,137	$ –	$ –	$ 80,137
Fixed income securities	30,415	–	–	30,415
Marketable equity and other securities	101,639	–	–	101,639
Inflation-protected securities and other	13,682	–	–	13,682
Trust funds administered by others	–	–	10,965	10,965
	$225,873	$ –	$10,965	236,838
Funds measured at net asset value:				
Marketable equity and other securities				188,376
				$425,214
2019				
Cash and cash equivalents	$ 47,488	$ –	$ –	$ 47,488
Fixed income securities	41,310	–	–	41,310
Marketable equity and other securities	96,319	–	–	96,319
Inflation-protected securities and other	12,413	–	–	12,413
Trust funds administered by others	–	–	10,903	10,903
	$197,530	$ –	$10,903	208,433
Funds measured at net asset value:				
Marketable equity and other securities				175,251
				$383,684

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14. Fair Value Measurements (Continued)

In addition, for the years ended September 30, 2020 and 2019, there are certain investments totaling $3,042 and $2,009, respectively, which are appropriately being carried at cost.

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated balance sheets and statements of operations.

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2020 and 2019:

	Trust Funds Administered by Others
Balance at September 30, 2018	$11,051
Net realized and unrealized losses	(148)
Balance at September 30, 2019	10,903
Net realized and unrealized gains	62
Balance at September 30, 2020	$10,965

The table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	Fair Value	Unfunded Commit-ments	Redemption Frequency	Redemption Notice Period
September 30, 2020:				
Funds-of-funds	$17,543	$ –	Semi-monthly	5 days
Funds-of-funds	9,468	–	Monthly	15 days
Funds-of-funds	48,190	–	Quarterly	45 – 65 days**
Funds-of-funds	23,631	–	Annual	60 - 90 days
Funds-of-funds	9,631	–	Semi-annual	60 days*
Funds-of-funds	9,717	20,156	Illiquid	N/A
Collective trust funds	15,326	–	Daily	10 days
Collective trust funds	4,980	–	Weekly	10 days
Collective trust funds	49,890	–	Monthly	6 – 10 days

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14. Fair Value Measurements (Continued)

	Fair Value	Unfunded Commit-ments	Redemption Frequency	Redemption Notice Period
September 30, 2019:				
Funds-of-funds	$15,855	$ –	Semi-monthly	5 days
Funds-of-funds	10,123	–	Monthly	15 days
Funds-of-funds	57,755	–	Quarterly	45 – 65 days
Funds-of-funds	14,807	–	Annual	60 - 90 days
Funds-of-funds	8,912	–	Semi-annual	60 days*
Funds-of-funds	4,979	15,283	Illiquid	N/A
Collective trust funds	14,569	–	Daily	10 days
Collective trust funds	48,251	–	Monthly	6 – 10 days

* Limited to 25% of the investment balance at each redemption.

** One investment has a one-year lock period and redemption of one investment is limited to 12.5% of the investment balance at each redemption.

Investment Strategies

Fixed Income Securities

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

Marketable Equity and Other Securities

The primary purpose of marketable equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total marketable equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. Collective trust funds are generally valued based on the proportionate share of total fund net assets.

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14. Fair Value Measurements (Continued)

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions and is estimated using the net asset value per share of the fund. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

The Hospital has committed to invest up to $28,683 with various investment managers, and had funded $8,527 of that commitment as of September 30, 2020. As these investments are made, the Hospital reallocates resources from its current investments resulting in an asset allocation shift within the investment pool.

Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to $122,725 and $135,943, respectively, at September 30, 2020, and $129,436 and $148,672, respectively, at September 30, 2019.

15. Financial Assets and Liquidity Resources

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs, consisted of the following at September 30, 2020:

Cash and cash equivalents	$ 29,342
Short-term investments	73,907
Accounts receivable	66,175
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction costs	18,000
	$187,424

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15. Financial Assets and Liquidity Resources

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents and short-term investments include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated assets without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of September 30, 2020, the balance of liquid investments in board-designated assets was $287,980.

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CONCORD HOSPITAL
BOARD OF TRUSTEES
2021

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Robert Segal
Robert Steigmeyer, **President/CEO** (ex-officio)
Jeffrey Towle
Tanja Vanderlinde, MD (ex-officio, CH Medical Staff President)
Donald Welford

Treasurer (not Member of the Board):
Scott W. Sloane

7/2021

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Amanda DeCook

EDUCATION

Master of Science Degree
Health Information Management, New England College, Henniker, NH (May, 2010)
Academic Honors: Graduated Magna Cum Laude

Bachelor of Science Degree
Business Management Program, Franklin Pierce College, Concord, NH (May, 2000)
Marketing Certificate, Franklin Pierce College, Concord, NH (May, 2000)
Academic Honors: Graduated Cum Laude

Associate of Applied Science Degree
Applied Business Management Program, University of New Hampshire, Durham, NH (May, 1992)
GPA 3.68, Graduated with High Honors
Academic Honors: Dean's List every semester, Included High and Highest Honors

Related Skills:

Professional Training:
Advanced Seagate Crystal Reports (Certificate of completion)
Advanced Microsoft Access® (Certificate of completion)
Microsoft Office® & SPC XL Control Charts
Microsystems (The Dartmouth Institute, TDI)
Statistical Measurement and Analysis for Quality Improvement (TDI)
Medicalogic Expression Language (MEL) Programming
Supporting Windows (Microsoft® Certificate of completion)
Yellow Belt Performance Improvement (Certificate of completion, TDI)

Business, Managerial:
Financial & Managerial Accounting
Human Relations
Human Resource Management
Marketing Management
Medical Terminology
Organizational Behavior

WORK EXPERIENCE

1999 – present **Data Manager,** NH Dartmouth Family and Leadership in Preventive Medicine Residencies, Concord Hospital, Concord, NH. Data manager in residency and practice improvement environments for various grants. Work closely with the evaluation teams, responsibilities include serving as a main resource for data capture, retrieval, and database management for project faculty and learner practice improvement efforts. Involvement with many aspects of quality improvement initiatives in the combined Family and Preventive Medicine Residency with a focus on Electronic Care Plans and the integral role they support in the Medical Home improvement efforts.

1999 – present **Application Analyst III,** NH Dartmouth Family and Leadership in Preventive Medicine Residencies, Concord Hospital, Concord, NH. Perform as project manager on the creation, development, and implementation of new Centricity EMR/EHR applications, advanced Crystal Reports writing, encounter form design with the use of MEL programming, and data analysis with the use of SPC XL control charting. Work closely with Family and Preventive Medicine Residents as senior data analyst for completion of Practicum projects. Development and maintenance of various MS Access databases for tracking patient information, research projects, expense tracking, and ITS project tracking. Back up for daily desktop support to physician, faculty, and staff on hardware, software, networking and telecommunications issues. Participation in various Concord Hospital department meetings including multiple Quality Improvement Process Workgroups and Lean training. Co-author of faculty and resident publications.

1998 - 1999 **Technical Support Specialist,** CIGNA, Hooksett, NH. Responsible for daily telephone support in the personal computer and networking fields for Healthsource/CIGNA Plans with a customer base of over 700 end users. Responsible for troubleshooting TCP/IP conflicts, Novell 4.11 Netware Administrator for Windows 95 end user support, troubleshooting and solving telecommunications issues, determination and escalation of first level support calls to second level as necessary. Responsible for software support including all MS Office 97 applications.

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GroupWise v4.1 and v5.2, MS IE v4.0, Netscape, WordPerfect, and Norton Antivirus. Provide software installation and hardware troubleshooting and support. Supporting MHS calls from various CIGNA plans. Reporting statistical information with the use of Seagate Crystal Reports to document call volume off a Vantive support database.

1997 - 1998 **Support Analyst,** Healthsource, Hooksett, NH. Responsible for analyzing requested projects, user reported problems, determining the extent and type of system modifications required within the MHC Support Department and provide on-going support to end users. Duties include working with programmers and managers within the IS Department and affiliate plans on a daily basis with concentration in the Enrollment and Finance divisions. Responsible for testing and assessment of test plans for user requested system modifications. Daily tasks such as accessing the Data Warehouse and creating queries, billing rate adjustments, recreating and testing report and tape processes, data fixes, file editing, creating and maintaining the claim adjustment code file.

1994 - 1996 **Project Coordinator,** Healthsource, Hooksett, NH. Responsibilities include implementation of a new help desk database with the MHC Support Department. Working with the Benefits Support Department on code file projects, creating new adjustment and reason codes, printing and distributing database reports and fact sheets. Maintaining project files as requested within the IS Department.

PUBLICATIONS / PROFESSIONAL PRESENTATIONS

Valeras, A.S., Morse, J., Valeras, A.B., Eubank, D., Geffken, D.G., Harker, P.T. & DeCook, A. (2013). Addressing avoidable ED utilization and rehospitalization as symptoms of complexity through a quality improvement methodology. STFM Conference on Practice Improvement, San Diego, CA.

Ballard, J.B., Valeras, A.B., Geffken, D., & DeCook, A. (2013). Team-based patient-centered care to improve cardiovascular disease outcomes at a safety-net PCMH. STFM Conference on Practice Improvement, San Diego, CA.

Council, L., Geffken, D., Valeras, A.B, Orzano, J., Rechisky, A., & Anderson, S. (2012). A medical home: Changing the way patients and teams relate through Patient Centered Care Plans. *Families, Systems & Health, 30,* 190-198.

Poster presentation (co-author): "A Multi-Faceted Educational Intervention to Improve Appropriate Inter-pregnancy Intervals: A Pre-Post Study." Family Medicine Education Consortium: Northeast Region Meeting Danvers, MA, 3/08/2012.

Published article (co-author): "Group counseling improves quality for patients with limited health literacy", Quality in Primary Care, 2010.

Poster presentation (co-author): "Improving Care at the End of Life: Creating Patient Centered Advanced Directive." NH Dartmouth Family and Preventive Medicine Residency, 6/2009.

Poster presentation (co-author): "Care Plans with Patients with Mental Health Diagnoses at the Concord Hospital Family Health Center." NH Dartmouth Family and Preventive Medicine Residency, 6/2009.

Poster presentation (co-author): "Improving Immunization Rates of 2-Year-Olds in a Community Health Center-based Residency Program." NH Dartmouth Family and Preventive Medicine Residency, 6/2008.

References and professional letters of recommendation furnished upon request

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Kathleen A. Messer

Work Experience:

New England Business Service, Inc. (June 1980 – June 2002)

Worked in a variety of capacities in a business dedicated to customer service while producing a quality printed product. Began as a ***Proofreader*** and quickly advanced to a trainer of the proofreading department, training from one to three employees per week during peak periods. *Promoted to* ***Section Head of the Prep Department*** within 3 years of hire date. Responsible for accurate production of plates for press using a variety of different production processes. Transferred as a ***Section Head of the Art Department*** responsible for artist reproduction of customer logos for prepress production. One of two employees initially trained on Macintosh computers for computerized reproduction of customer artwork. *Transferred to a* ***Customer Service/Sales/Image Consultant*** position responsible for taking and making calls and interpreting customer orders for the production process. Involved in the sale and service of a product as well as providing help and guidance for an image representing the customer's line of work. Transferred to the ***Prep Department***: trained and was part of a team effort of digitally manufacturing plates for direct press process as well as a liaison for a product line for outside vendors. Completed my career at NEBS as a ***Composition Artist III*** responsible for recreating customer artwork on computers using as many as three different computer programs while keeping a strict delivery deadline and producing a quality product.

Concord Hospital (June 2002 – present)

Worked on a medical/surgical unit for one year as a registered nurse caring for up to 10 patients at a time in a clinical setting. Gained skills in administering medications, dressing changes, sterile techniques, patient teaching, assessment skills and nursing interventions.

Transferred in July of 2003 to the Maternity Unit as a registered nurse. Responsible for antepartum, intrapartum and postpartum care of the new mother and newborn as well as the family unit. Cross trained in Labor and Delivery and in the Special Care Nursery Role. Served as a Circulator in the OR. Provides teaching to the family unit on the caring of the newborn and the postpartum period and looks for and takes advantage of the many teachable moments that arise when parents have given birth to a preterm or a sick baby. This focus on teaching affords me the opportunity to build upon my own knowledge base and expand my skills. May be responsible for up to 3 couplets (mother and newborn) or just 1 patient (mother or newborn) depending on the acuity of the patient. Accurate assessment skills and communication skills are inherent to the job for the safety of the patients while maintaining strict confidentiality about the patients I am responsible for. Stabilized preterm and sick babies and been a liaison for the transfer teams to report to. Have been a preceptor for new nurses to the Maternity floor (in each of the three disciplines of Labor and Delivery, Postpartum and Special Care Nursery) and am a resource as a Special Care Nursery nurse and have participated in meetings and been on committees to improve the quality of care provided to the patients that are served. Have been involved with the residents and their roles providing information regarding patients that we have shared. Have provided input to the social worker in regards to our Neonatal Abstinence babies and have provided support for the mothers of these children throughout their hospital stay. Participates in Special Care Nursery meetings and was an ambassador for RN Quality of Work Life Meetings.

Education:

St. Bernard's Central Catholic HS, Fitchburg MA
Mt. Wachusett Community College, Gardner, MA

Licensure/Certifications/Courses/Memberships:

- Registered Nurse – June 2002 – Present
- Basic Life Support – Exp 9/2022

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- Neonatal Resuscitation Program – Exp 9/2022
- S.T.A.B.L.E. - Exp 12/2020
- Basic Dysrhythmia Course – 03/2020
- Perinatal Continuing Education Program (PCEP)
- Advanced Fetal Monitoring
- AWHONN Member

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SARAH M HEALEY

SUMMARY

Dedicated and compassionate registered nurse with excellent communication, leadership and interpersonal skills eager to advance a nursing leadership career. As a confident team player, I am looking forward to utilizing my skills as a registered nurse and personal strengths of self-awareness, active listening, coaching and empowerment of others to lead a confident team in providing excellent patient care and development of resident physicians.

EDUCATION

Bachelor of Science in Nursing, Granite State College, Concord NH — Expected Graduate: December 2021
Associate of Science in Nursing, NHTI, Concord, NH 3.3 GPA — May 2016

EXPERIENCE

Clinical Leader, Family Health Center-Hillsboro, Hillsboro, NH — March 2020 – Present

- Accepted role of Clinical Leader at FHC-Hillsboro while under global pandemic.
- Develop and implement workflows to improve patient care and reduce the potential for errors
- Conformed panel of 40-45 PAM patients to be within compliance with NHBOM guidelines.
- Successful recruitment and retention of sufficient clinical support staff for faculty and resident physicians and advanced providers.

Clinical Practice Nurse, Family Health Center-Hillsboro, Hillsboro, NH — August 2018 – March 2020

- Utilize critical thinking to assess patients through all life stages
- Collaborate with healthcare team for individualized patient centered care
- Execution of nurse appointments for various patient clinical needs
- Orient, precept and onboard new employees, student nurses and medical assistants

Medical-Surgical Nurse, Thompson Unit, Cheshire Medical Center, Keene, NH — July 2017 – August 2018

- Function within an interdisciplinary team to meet each individual patient's plan of care
- Critical thinking and response based upon assessment and clinical presentation of each patient
- Comprehensive family and patient-centered care, utilizing all aspects of the healthcare team

Clinical Practice Nurse, Family Health Center-Hillsboro, Hillsboro, NH — May 2016 – July 2017

- Utilize critical thinking skills to assess patients via telephone and walk-in triage
- Collaborate with healthcare team to determine best plan of care for each patient
- Completion of nurse appointments for various patient clinical needs

Registered Nurse, Hillsborough House Nursing Home, Hillsboro, NH. — May 2016 - Present

- Organize the healthcare team to facilitate essential care and support of long-term care residents
- Efficient time management to provide care for 25-30 residents
- Coordination and supervision of LNAs, housekeeping and kitchen staff
- Holistic patient and family-centered care, utilizing therapeutic communication

LICENSURE AND CERTIFICATION

Registered Nurse, License # 073882-21, New Hampshire Board of Nursing
Basic Life Support for Healthcare Providers, American Heart Association, Expires: July 2022
Montreal Cognitive Assessment (MoCA); Expires: June 2023

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Sarah Kelly, PMP

[redacted]

Project Manager Specializing in Enterprise Healthcare IT Implementations

PMP-certified project manager with more than 10 years of healthcare experience. Project leader, providing oversight in a matrixed environment to staff of all levels. Management of projects from planning through implementation, responsible for all aspects of project management including:

- Develop project documentation, including: Charter, project plan, scope, timeline, and status reports.
- Lead large-scale technical and clinical transformation projects and programs.
- Plan and facilitate all activities throughout the project lifecycle.
- Ensure project deliverables are provided on time and on budget.
- Project implementation issue identification, management and resolution.
- Garner support of senior leadership team to ensure project success.

Professional Experience

Apr. 2018 – Present **Project Manager, Concord Hospital, Project Management Office**

- Management of clinical transformation projects as well as technical upgrades and maintenance for the enterprise electronic health record (EHR) used throughout all clinical and financial departments.
- Work with senior leadership team to adapt to changing priorities within a healthcare setting.
- Implementation of process and technical technology to support clinical transformation.
- Management of project teams greater than 40 ITS resources in size and including collaboration of administration, physicians and clinical team members.
- Mentoring and leadership for analysts, engineering and clinical team members to ensure project success.

Dec. 2009 – Apr. 2018 **App. Analyst/Project Manager, Concord Hospital, Physician Information Services**

- Implementation of an EHR for clinics, including workflow and system design, build and acceptance.
- Build and lead project teams comprised of multi-disciplinary team members, including leadership, physicians, nursing staff, ITS and support staff.
- Custom content and interface development, maintenance and testing for outpatient practices.

Feb. 2009 – Dec. 2009 **Supervisor, Concord Hospital, Patient Financial Services Pre-Services**

- Leadership and support for a team of 10 employees.
- Improvement of workflows to ensure payment of diagnostic testing and inpatient stays.
- Workflow modifications, using innovative approaches to technology in the financial setting.

May 2007 – Feb. 2009 **Training Specialist, Concord Hospital, Patient Financial Services Revenue Cycle**

- Provided training for hospital and clinic staff across healthcare enterprise.
- Developed and implemented training, policies and procedures related to revenue cycle processes.

Sept. 2004 – May 2007 **Research Asst & Clinical Interviewer, Dartmouth Psychiatric Research Center**

- Supported a multi-site research program serving older adults with serious mental illness.
- Interviewed and monitored research study participants.
- Developed and maintained documentation related to ensure funding and regulatory compliance.

Education

Bachelor of Arts in Psychology,
University of Arizona, Tucson, AZ
Graduated Magna Cum Laude (GPA 3.8 on a 4.0 scale)

Project Management Professional (PMP),
Project Management Institute
Renewal Deadline: 4/27/2022

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Susan Hemingway

EDUCATION
University of New Hampshire
1977 BA Social Work

Notre Dame College
1998. MA Counseling Psychology

LICENSE
NH Licensed Clinical Mental Health Counselor #585

EMPLOYMENT

1998-Present Concord Hospital Family Health Center
NH/Dartmouth Family Medicine Residency

RESPONSIBILITIES

*Provide clinical psychotherapy for Family Health Center patients
*Provide outreach and education to high risk population
*Coordinate School Based Health Clinic in underserved High School
*Work with medical residents on Pediatric and Population Health rotations
*Member Behavioral Health Team
*Clinical Supervisor for Masters level mental health Interns
*Community Outreach and Networking

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Suzanne Williams

EMPLOYMENT EXPERIENCE

Concord Hospital Family Health Center, *Concord, NH 03301*
Practice Manager
April 2008 – Current

- *Directs non-clinical office operations*
- *Business staff performance management*
- *Registration, charge entry and medical records management*
- *Supports and monitors department quality goals and initiatives*
- *Responsible for customer relations*
- *Ensures compliance with State, Local and Federal regulatory requirements*
- *Acts as a conduit for department and organizational communication*

CIGNA HealthCare of New Hampshire, *Hooksett, NH 03106*
Employer Services Operations Manager
January 2001 – April 2008

Member Services Manager
August 1998 – December 2000

Member Services Supervisor
May 1996 – August 1998

Member Services Team Leader
September 1995 – May 1996

Member Services Representative
February 1991 – September 1995

Welcome Plan Representative
September 1988 – February 1991

EDUCATION

Franklin Pierce College, *Concord, NH 03301*
1998-2000 Business Management

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New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Family Health Center

Name of RFP: Family Planning

Budget Period: July 1, 2021 - December 31, 2021

A	B	C	D	E	F	G
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources
FHC/FPR Director	Sarah Kelly	$62.96	3.00	$4,900.00	$65,478.00	$70,378.00
Practice Manager	Sue Williams	$42.90	2.00	$2,230.00	$43,576.00	$45,806.00
Analyst	Amanda DeCook	$42.90	2.50	$2,788.00	$43,576.00	$46,364.00
Interim Clinical Manager	Sarah Healey, RN	$44.57	8.00	$9,271.00	$46,353.00	$55,624.00
Nurse Care Coordinator	Kathleen Messer, RN	$39.18	4.00	$4,000.00	$40,747.00	$44,747.00
Total Salaries by Source				$23,189.00	$239,730.00	$262,919.00

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

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New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Family Health Center

Name of RFP: TANF

Budget Period: July 1, 2021 - December 31, 2021

A	B	C	D	E	F	G
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources
Community Health Educator	Susan Hemingway	$41.85	3.50	$3,808.00	$67,303.04	$71,111.04
Total Salaries by Source				$3,808.00	$67,303.04	$71,111.04

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 28, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend existing contracts with the vendors listed in bold below for family planning services, by decreasing the total price limitation by $18,615 from $6,740,866 to $6,722,251 with no change to the contract completion dates of June 30, 2021 effective upon Governor and Council approval. 100% General Funds.

The original contracts and subsequent amendments were approved by Governor and Council as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Amoskeag Health	**157274 -B001**	**Manchester, NH**	**$530,172**	**($556)**	**$529,616**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Community Action Program – Belknap Merrimack Counties, Inc.	177203 -B003	Concord, NH	$773,790	$0	$773,790	O: 11/08/2017 Item #21A A01: 8/14/2018
Concord Hospital, Inc. Family Health Center	**177653 -B011**	**Concord, NH**	**$518,196**	**($453)**	**$517,743**	**O: 11/08/2017 Item #21A A01: 8/14/2018 A02: 06/19/19 Item #78F A03: 12/18/19 Item #16**
Coos County Family Health	**155327 -B001**	**Berlin, NH**	**$314,540**	**($1,052)**	**$313,488**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**

Equality Health Center	**257562 -B001**	**Concord, NH**	**$359,600**	**($619)**	**$358,981**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Joan G. Lovering Health Center	**175132 -R001**	**Greenland, NH**	**$445,792**	**($102)**	**$445,690**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Lamprey Health Care	**177677 -R001**	**Nashua, NH**	**$925,204**	**($2,276)**	**$922,928**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Mascoma Community Health Care, Inc.	283136 -B001	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177528 -R002**	**Colchester, VT**	**$2,296,000**	**($13,557)**	**$2,282,443**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
White Mountain Community Health Center	174170 -R001	Conway, NH	$377,572	$0	$377,572	O: 11/08/2017 Item #21A A01: 06/26/19 Late Item #A
		Total:	**$6,740,866**	**($18,615)**	**$6,722,251**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to reduce funding for contractors funded through the family planning program in order to allow the Department to fund the Family Planning Program database.

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse. Approximately 14,000 individuals will be served from July 1, 2020 to June 30, 2021.

The Family Planning Program database is essential to programmatic activities, performance, and required for program evaluation. In the past, the database was funded solely through federal funds. However, federal regulations do not allow the use of federal funds for this database.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other clinical services including breast and cervical cancer screenings. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The Department will continue monitoring contracted services using the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the Department will be unable to fund the Family Planning Program database, which is essential to programmatic activities, performance, and required program evaluation. Without the Family Planning Program database, the program will not be in federal compliance with the Office of Population Affairs Title X program requirements, which could result in program would losing federal funding.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

FOR Lori A. Shibinette
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2020	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
2021	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2021	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
			Subtotal:	*$592,534*	*$0*	*$592,534*

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% Federal Funds

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$193,034*	$0	*$193,034*

[redacted]

Family Planning Fiscal Details

Coos County Family Health Center — Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$132,548*	*$0*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$156,800*	*$0*	*$156,800*

Joan G. Lovering Health Care — Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$199,896*	*$0*	*$199,896*

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$403,164*	*$0*	*$403,164*

Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$219,850	$0	$219,850

Mascoma Community Health Center			Vendor ID #283138-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$154,764	$0	$154,764

AU 5530 TOTALS:	$2,385,022	$0	$2,385,022

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% General Funds

Concord Hospital			Vendor ID #177653-B011			PO 1059188
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$96,517	$0	$96,517
2021	102-500731	Contracts for Program Services	90080208	$96,517	($453)	$96,064
			Subtotal:	*$193,034*	*($453)*	*$192,581*

Coos County Family Health Center			Vendor ID #155327-B001			PO 1069366
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$66,274	$0	$66,274
2021	102-500731	Contracts for Program Services	90080208	$66,274	($1,052)	$65,222
			Subtotal:	*$132,548*	*($1,052)*	*$131,496*

Family Planning Fiscal Details

Equality Health Center				Vendor ID #257562-B001		PO 1069192
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$78,400	$0	$78,400
2021	102-500731	Contracts for Program Services	90080208	$78,400	($619)	$77,781
			Subtotal:	*$156,800*	*($619)*	*$156,181*
Joan G. Lovering Health Care				Vendor ID #175132-R001		PO 1069193
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$99,948	$0	$99,948
2021	102-500731	Contracts for Program Services	90080208	$99,948	($102)	$99,846
			Subtotal:	$199,896	($102)	$199,794
Lamprey Health Care				Vendor ID #177677-R001		PO 1069349
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$201,582	$0	$201,582
2021	102-500731	Contracts for Program Services	90080208	$201,582	($2,276)	$199,306
			Subtotal:	*$403,164*	*($2,276)*	*$400,888*
Amoskeag Health		Vendor ID #157274-B001				PO 1069352
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$109,925	$0	$109,925
2021	102-500731	Contracts for Program Services	90080208	$109,925	($556)	$109,369
			Subtotal:	*$219,850*	*($556)*	*$219,294*
Planned Parenthood of Northern New England				Vendor ID #177528-R002		
100% General Funds						PO 1069194
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$874,000	$0	$874,000
2021	102-500731	Contracts for Program Services	90080208	$874,000	($13,557)	$860,443
			Subtotal:	*$2,296,000*	*($13,557)*	*$2,282,443*
			AU 5530 TOTALS:	$3,601,292	($18,615)	$3,582,677

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500

2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care		Vendor ID #177677-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center		Vendor ID #283138-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center		Vendor ID #174170-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6146 TOTAL:	$754,552	$0	$754,552
			Totals	$6,740,866	($18,615)	$6,722,251

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Family Planning Services Contract

This 4th Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), as amended on August 14, 2018, as amended on June 26, 2019 (Late Item #A), and as amended on December 18, 2019 (Item # 16) 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, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $517,743.

2. Modify Exhibit B, Amendment #3 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Exhibit B-2, Exhibit B-3, Exhibit B-4, Exhibit B-5 Budget Amendment #4, Exhibit B-6 Budget Amendment #3, and Exhibit B-7 Budget Amendment #3.

3. Modify Exhibit B-5, Amendment #3 Budget Family Planning Funds, State Fiscal Year 2021 by replacing in its entirety with Exhibit B-5, Amendment #4 Budget Family Planning Funds, State Fiscal Year 2021, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect. 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

Date: 6/26/2020

Name: Ann Landry
Title: Assoc. Comm

Concord Hospital, Inc.

Date: 6/24/2020

Name: Robert P. Steigmayer
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/6/20
Date

/s/Christen Lavers
Name:
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit B-4, Budget Family Planning Funds Amendment #1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Concord Hospital Family Health Center

Budget Request for: Family Planning

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 391,087.00	$ 59,114.00	$ 450,201.00	$ 295,570.00	$ 59,114.00	$ 354,684.00	$ 95,517.00	$ -	$ 95,517.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 47.00	$ -	$ 47.00	$ -	$ -	$ -	$ 47.00	$ -	$ 47.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):		$ -	$ -	$ -	$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 391,834.00	$ 59,114.00	$ 450,748.00	$ 295,570.00	$ 59,114.00	$ 354,684.00	$ 95,564.00	$ -	$ 95,564.00

Indirect As A Percent of Direct: 15.1%

Concord Hospital Family Health Center
RFA-2019-DPHS-03-FAMIL-03-A01
Exhibit B-4, Budget Family Planning Funds Amendment #3
Page 1 of 1

Contractor Initials: MB
Date: 12/24/20

DEC05'19 PM 2:26 DAS

16 mail

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 3, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **retroactively** amend an existing agreement with the vendors listed below in **bold**, to provide Family Planning Services, by increasing the price limitation by $1,200,000 from $5,540,866 to $6,740,866, effective July 1, 2019, with no change to the completion date of June 30, 2021, upon Governor and Executive Council approval. 100% General Funds.

Seven (7) of the ten (10) vendors, which includes Planned Parenthood of Northern New England (PPNNE), have attested to their inability to participate in the Title X program as recent federal regulations inhibit their ability to provide a full range of family planning services. Six (6) vendors do not see an increase in their overall budget as General Funds will backfill their existing budgets. PPNNE will receive additional General Funds to restore their federal Title X award to allow them to continue to provide comprehensive family planning services.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Decrease Amount – Federal Funds	Increased Amount- General Funds	Revised Modified Budget	G&C Approval
Amoskeag Health	**157274-B001**	**Manchester, NH**	**$530,172**	**($105,894)**	**$105,894**	**$530,172**	**O: 11/08/2017 A01: 06/19/19 Item #78F**
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	$773,790	$0	$0	$773,790	O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$518,196**	**($92,978)**	**$92,978**	**$518,196**	**O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A**
Coos County Family Health	**155327-B001**	**Berlin, NH**	**$314,540**	**($63,844)**	**$63,844**	**$314,540**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Equality Health Center	**257562-B001**	**Concord, NH**	**$359,600**	**($75,524)**	**$75,524**	**$359,600**	O: 11/08/2017 Item #21A **A02: 06/26/19 Late Item #A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$445,792**	**($96,282)**	**$96,282**	**$445,792**	O: 11/08/2017 Item #21A **A02: 06/26/19 Late Item #A**
Lamprey Health Care	**177677-R001**	**Nashua, NH**	**$925,204**	**($194,190)**	**$194,190**	**$925,204**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Mascoma Community Health Care, Inc.	283136-B001	Canaan, NH	$200,000	$0	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177528-R002**	**Colchester, VT**	**$1,096,000**	**$0**	**$1,200,000**	**$2,296,000**	**O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A**
White Mountain Community Health Center	174170-R001	Conway, NH	$377,572	$0	$0	$377,572	O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A
		Total	**$5,540,866**	**($628,712)**	**$1,828,712**	**$6,740,866**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **retroactive** because funds anticipated to be available in Fiscal Year 2020 were not yet appropriated in the operating budget due to the continuing resolution; funds became available on September 25, 2019.

The purpose of this request is to implement section 902010-5530 of HB3. These general funds will supplant federal Title X funding allowing the New Hampshire Family Planning Program (NHFPP) to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations.

The funding change is due to changes in federal regulation of the Title X program. Seven of the ten Title X agencies have attested that they will no longer participate in the Title X program (as of July 1, 2019) as the federal rule change limits their ability to provide a full range of family planning services including limiting their ability to refer patients for abortion services. Two agencies have attested that they will continue to provide services under Title X. One agency, Mascoma Community Health Care has notified DHHS that they will no longer participate in the NH family planning program as of July 1, 2019. In accordance with HB3, this contract utilizes general funds to replace federal funds. Other than NH DHHS, the only agency that contracted directly with the federal gov't for Title X funding was PPNNE (PPNNE does not receive federal funds through DHHS). As PPNNE is no longer accepting Title X federal funds, PPNNE will receive additional general funds of $1.2M in accordance with HB3.

Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. Through this contract, the New Hampshire Family Planning Program is partnering with health centers in both rural and urban settings to ensure that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State, as there is no other system for affordable, comprehensive reproductive health care services.

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities, which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 100% General Funds.

In the event that the Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA008407 52% Federal and 48% General

Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2020	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
2021	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2021	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
			Subtotal:	*$592,534*	*$0*	*$592,534*

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% Federal Funds

Concord Hospital Vendor ID #177653-B011

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
2021	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
			Subtotal:	*$286,012*	*($92,978)*	*$193,034*

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
2021	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
			Subtotal:	*$196,392*	*($63,844)*	*$132,548*

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
2021	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
			Subtotal:	*$232,324*	*($75,524)*	*$156,800*

Joan G. Lovering Health Care — Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
2021	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
			Subtotal:	*$296,178*	*($96,282)*	*$199,896*

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
2021	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
			Subtotal:	*$597,354*	*($194,190)*	*$403,164*

Amoskeag Health — Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
2021	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
			Subtotal:	$325,744	($105,894)	$219,850

Mascoma Community Health Center — Vendor ID #283136-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$154,764	$0	$154,764

AU 5530 TOTALS:	$3,013,734	($628,712)	$2,385,022

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% General Funds

Concord Hospital			Vendor ID #177653-B011			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
2021	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
			Subtotal:	*$100,056*	*$92,978*	*$193,034*

Coos County Family Health Center			Vendor ID #155327-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
2021	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
			Subtotal:	*$68,704*	*$63,844*	*$132,548*

Equality Health Center			Vendor ID #257562-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
2021	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
			Subtotal:	*$81,276*	*$75,524*	*$156,800*
Joan G. Lovering Health Care			Vendor ID #175132-R001			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
2021	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
			Subtotal:	$103,614	$96,282	$199,896
Lamprey Health Care			Vendor ID #177677-R001			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
2021	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
			Subtotal:	*$208,974*	*$194,190*	*$403,164*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
2021	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
			Subtotal:	*$113,956*	*$105,894*	*$219,850*
Planned Parenthood of Northern New England			Vendor ID #177528-R002			

100% General Funds						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
2021	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
			Subtotal:	*$1,096,000*	*$1,200,000*	*$2,296,000*
			AU 5530 TOTALS:	$1,772,580	$1,828,712	$3,601,292
05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTA						
TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY						
ASSISTANCE TO NEEDY FAMILIES						
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds						
FUNDER: US DHHS Administration for Children and Families						
Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*
Concord Hospital Vendor ID #177663-B011						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*
Coos County Family Health Center Vendor ID #155327-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*
Equality Health Center Vendor ID #257662-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Joan G. Lovering Health Care		Vendor ID #176132-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care		Vendor ID #177677-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center		Vendor ID #283136-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center		Vendor ID #174170-R001				

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6146 TOTAL:	$754,552	$0	$754,552
			Totals	**$5,540,866**	**$1,200,000**	**$6,740,866**

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Family Planning Services Contract

This 3rd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), as amended by the Department on August 14, 2018, as amended by the Department on June 26, 2019 (Late Item #A) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the price limitation and the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #3, Scope of Services.
2. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #3, Family Planning Clinical Services Guidelines.
3. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #3, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement
4. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #3, NH Family Planning Workplan
5. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions.
6. Delete Attachment E, NH Title X Family Planning Program Data Elements, in its entirety and replace with Attachment E, Amendment #3, NH Family Planning Program Data Elements.
7. Delete Exhibit F, Title X Reporting Calendar and replace with Exhibit F, Amendment #3, NH Family Planning Program Reporting Calendar SFY 20-21.
8. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B,

Amendment #3, Method and Conditions Precedent to Payment.

9. Add Exhibit B-4, Amendment #3 Budget Family Planning Funds, State Fiscal Year 2020
10. Add Exhibit B-5, Amendment #3 Budget Family Planning Funds, State Fiscal Year 2021
11. Add Exhibit B-6, Amendment #3 Budget Family Planning TANF Funds, State Fiscal Year 2020
12. Add Exhibit B-7, Amendment #3 Budget Family Planning TANF Funds, State Fiscal Year 2021

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

12/4/19
Date

Name: Lisa Morris
Title: Director

Concord Hospital

11/5/2019
Date

Name: Robert P. Steigmeyer
Title: President & CEO

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 11/5/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kathleen G. Lamontagne
Name and Title of Notary or Justice of the Peace

KATHLEEN G. LAMONTAGNE
MY COMMISSION EXPIRES NOV. 18, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

My Commission Expires: 11-18-2020

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

Date

Name: Lisa Morris
Title: Director

Concord Hospital

11/5/2019
Date

Name: Robert P. Steigaeyer
Title: President & CEO

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 11/5/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kathleen G Lamontagne
Name and Title of Notary or Justice of the Peace

KATHLEEN G. LAMONTAGNE
MY COMMISSION EXPIRES NOV. 18, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

My Commission Expires: 11-18-2020

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/4/19
Date

Name: CATHERINE PINOS
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who

are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand one hundred eighty (1,180) users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.6. Clinical Services – Requirements:

4.6.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.6.2. The Contractor has elected not to accept Title X funding for the performance of these services. In the event Contractor elects to accept Title X funding in the future, Contractor agrees to fully comply with Title X regulations and that this Agreement be amended accordingly.

4.6.3. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.6.4. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff providing services under this contract must also sign prior to providing direct care and/or education.

4.6.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.6.6. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

4.7. STD and HIV Counseling and Testing – Requirements:

4.7.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC *Sexually Transmitted Diseases Treatment Guidelines* and any updates.

4.7.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.7.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.8. Health Education Materials:

4.8.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release. Examples of material topics include:

4.8.1.1. Sexually Transmitted Diseases (STD)

4.8.1.2. Contraceptive methods

4.8.1.3. Pre-conception care

4.8.1.4. Achieving pregnancy/infertility

4.8.1.5. Adolescent reproductive health

4.8.1.6. Sexual violence

4.8.1.7. Abstinence

4.8.1.8. Pap tests/cancer screenings

4.8.1.9. Substance abuse services

4.8.1.10. Mental health

4.8.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.8.3. The Contractor shall submit annually a list of= health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

4.8.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support only outreach and promotional activities.

4.9. Sterilization Services:

4.9.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements.

4.10. Confidentiality:

4.10.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without

the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with State and Federal laws.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, using the Departments template (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.5.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general demographic and clinical data (see Attachment D,), utilizing the data system currently in use by the NH FPP.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #3, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1801NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-4, Budget Amendment #3, Exhibit B-5, Budget Amendment #3, Exhibit B-6, Budget Amendment #3, and Exhibit B-7, Budget Amendment #3.
   - 4.2. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
   - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
   - 4.5. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #3, Scope of Services.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Concord Hospital Family Health Center

Budget Request for: Family Planning

Budget Period: July 1, 2018 - June 29, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 378,869.00	$ 56,670.40	$ 435,539.40	$ 283,352.00	$ 56,670.40	$ 340,022.40	$ 95,517.00	$ -	$ 95,517.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 379,869.00	$ 56,670.40	$ 436,539.40	$ 283,352.00	$ 56,670.40	$ 340,022.40	$ 96,517.00	$ -	$ 96,517.00

Indirect As A Percent of Direct 14.9%

Contractor Initials AAS
Date 11/5/19

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Concord Hospital Family Health Center

Budget Request for: Family Planning

Budget Period: July 1, 2020 - June 29, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 391,087.00	$ 59,114.00	$ 450,201.00	$ 295,570.00	$ 59,114.00	$ 354,684.00	$ 95,517.00	$ -	$ 95,517.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 392,087.00	$ 59,114.00	$ 451,201.00	$ 295,570.00	$ 59,114.00	$ 354,684.00	$ 96,517.00	$ -	$ 96,517.00

Indirect As A Percent of Direct 15.1%

Contractor Initials
Date 11/5/19

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Concord Hospital Family Health Center

Budget Request for: TAMF

Budget Period: July 1, 2019 - June 29, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 76,611.00	$ 15,322.00	$ 91,933.00	$ 44,579.00	$ 15,322.00	$ 59,901.00	$ 32,032.00	$ -	$ 32,032.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 77,611.00	$ 15,322.00	$ 92,933.00	$ 44,579.00	$ 15,322.00	$ 59,901.00	$ 33,032.00	$ -	$ 33,032.00

Indirect As A Percent of Direct 19.7%

Contractor Initials [illegible]
Date 11/5/19

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name Concord Hospital Family Health Center

Budget Request for: TAMF

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 78,909.00	$ 15,782.00	$ 94,691.00	$ 46,877.00	$ 15,782.00	$ 62,659.00	$ 32,032.00	$ -	$ 32,032.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 79,909.00	$ 15,782.00	$ 95,691.00	$ 46,877.00	$ 15,782.00	$ 62,659.00	$ 33,032.00	$ -	$ 33,032.00

Indirect As A Percent of Direct 19.7%

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State of New Hampshire
Department of Health & Human Services
Bureau of Population Health and Community Services
Maternal & Child Health Section
Family Planning Program

Family Planning Clinical Services Guidelines, SFY 20

These guidelines detail the minimum required clinical services for Family Planning sub-recipients. The guidelines are designed to outline clinical expectations for the NH Family Planning Program within the NH Department of Health & Human Services (NH DHHS).

Each delegate is expected to use these guidelines as minimum expectations for clinical services; the document does not preclude a sub-recipient from providing a broader scope of services. If a sub-recipient chooses to develop full medical protocols, these guidelines will form the foundation reference. Individual guidelines may be quite acceptable with an evidence base. A sub-recipient may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited. Sub-recipients are expected to provide both contraceptive and preventative health services.

All MDs, APRNs, PAs, nurses, and any other staff member who provides direct care and/or education to clients *must* sign these guidelines. Individual staff signatures indicate their agreement to follow these guidelines.

Approved: _____ Date: _____
Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved: _____ Date: _____
Dr. Amy Paris, MD, MS.
NH Family Planning Medical Consultant

Concord Hospital Family Health Center
{Insert Sub-Recipient Name} agrees to follow these guidelines effective {Insert Date} as minimum required clinical services for family planning. 11/5/2019

Sub-Recipient Agency Name:
Concord Hospital Family Health Center

Sub-Recipient Authorizing Signature:
_____

Revised: July 2019

Contractor Initials AD
Date 11/5/19

Name/Title (Please Type Name/Title)	Signature	Date

Contractor Initials MS

Date 11/5/19

Revised: July 2019

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**
   The standard package of services includes:
   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services: provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral. *These services must be provided at the client's request.*
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for family planning clients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

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- **Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

  U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

  CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecos.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history
    For women:
        - Menstrual history
        - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
        - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
        - Allergies
        - Recent delivery, miscarriage, or termination
        - Any relevant infectious or chronic health conditions

- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
   - Do you want to become a parent?
   - Do you have any children now?
   - Do you want to have (more) children?
   - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
   - Practices: types of sexual activity the client engages in.
   - Pregnancy Prevention: current, past, and future contraception options
   - Partners: number, gender, concurrency of the client's sex partners
   - Protection from STD: condom use, monogamy, and abstinence
   - Past STD history in client & partner (to the extent the client is aware)
   - History of needle use (drugs, steroids, etc.) by client or partner(s)
   - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

   a) Ensure that the client understands:
      - Method effectiveness
      - Correct use of the method
      - Non-contraceptive benefits
      - Side effects
      - Protection from STDs, including HIV

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b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):**

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

pregnancy outcomes and should be optimally managed before pregnancy.
    - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
    a) Discussion of reproductive life plan
    b) Sexual health assessment screening
    c) Other screening services that include:
        - Obtain medical history
        - Screen for tobacco, alcohol, and substance use
        - Screen for immunization status
        - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
        - Screen for obesity by obtaining height, weight, & BMI
        - Screen for hypertension by obtaining BP
        - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
        - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
    a) Discuss client's reproductive life plan
    b) Obtain medical history
    c) Obtain sexual health assessment
    d) Check immunization status

2. Screen client for STDs
    a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
    b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
    c) Provide additional STD testing as indicated
        - Syphilis
            - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
            - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
        - Hepatitis C
            - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by the NH Family Planning Program that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

All sub-recipients must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
  - **CDC MEC and SPR are available as a mobile app:** https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
  - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152,* September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

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- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
    - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy. CDC. https://www.cdc.gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH: https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

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Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
    - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52–58
    - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

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- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

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New Hampshire Family Planning
Information and Education (I&E)
Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to family planning clients. In addition, sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Concord Hospital Family Health Center — Agency Name

11/5/2019 — Date

Contractor Initials AHS

Date 11/5/2019

Attachment C

NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

Contractor Initials AM
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New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

Contractor Initials AB
Date 11/5/19

Attachment C

AGENCY NAME:_____
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Contractor Initials AM
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Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

Contractor Initials AM

Date 11/5/19

Objective #4: By August 31, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors policy for review and approval within 30 days of Governor and Council Approval.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Contractor Initials MJL
Date 11/5/19

Attachment C

Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. Each objective should be **Specific, Measurable, Achievable, Realistic, and Time-phased** (SMART). Each objective must be related and contribute directly to the accomplishment of a stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. *Note:* Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether the planned activities were effective or not (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

Contractor Initials AJS
Date 11/5/19

Attachment C

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement

Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate.
Care Management Team	2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data)
	3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate.
Clinical Teams	4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc.
Behavioral Health and LCSW staff	5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops.
SWAP materials and SWAP	6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
Self-Management Programs and Tools	1. Director of Quality will analyze data semi-annually to evaluate performance.
	2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
Care Management Team	
EHR	3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization
	2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.
Access to local Hospital data	

Contractor Initials _____

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Attachment C

Agency Name: [redacted] **Name of Person Completing Work Plan:** [redacted]

Program Goal # 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
[redacted]	[redacted]
	EVALUATION ACTIVITIES
	[redacted]

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials _____
Date 11/5/19

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Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020.*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES

Contractor Initials AJP
Date 11/5/19

Attachment C

	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

Contractor Initials _____
Date 11/5/19

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INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

Contractor Initials _____
Date 11/5/19

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials AL
Date 11/5/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Program Goal #2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Project Objective #1:

Contractor Initials AMD
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INPUT/RESOURCES	PLANNED ACTIVITIES
[redacted]	[redacted]
	EVALUATION ACTIVITIES
	[redacted]

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
[redacted]	[redacted]
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials AGS
Date 11/5/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

Revised Work Plan Attached (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials AJ
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_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials PLD
Date 11/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials ____
Date 11/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials PLS
Date 11/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Contractor Initials AMD
Date 11/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Contractor Initials M.D.
Date 11/5/19

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of NH Family Planning Program policies, practices and guidelines.

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials AM

Date 11/5/19

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

Contractor Initials MM

Date 11/5/19

A mae

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 17, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $1,740,506 from $3,800,360 to $5,540,866, and by extending the completion date from June 30, 2019 to June 30, 2021 effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	155327-B001	Berlin, NH	$314,540	$0	$314,540	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Lamprey Health Care	177677-R001	Nashua, NH	$925,204	$0	$925,204	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Manchester Community Health Center	157274-B001	Manchester, NH	$530,172	$0	$530,172	O: 11/08/2017 A01: 06/19/19 Item #78F
Community Action Program – Belknap Merrimack Counties, Inc.	**177203-B003**	**Concord, NH**	**$431,864**	**$341,926**	**$773,790**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$259,098**	**$259,098**	**$518,196**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**
Equality Health Center	**257562-B001**	**Concord, NH**	**$179,800**	**$179,800**	**$359,600**	**O: 11/08/2017 Item #21A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$222,896**	**$222,896**	**$445,792**	**O: 11/08/2017 Item #21A**
Planned Parenthood of Northern New England	**177628-R002**	**Portland, ME**	**$548,000**	**$548,000**	**$1,096,000**	**O: 11/08/2017 Item #21A**
White Mountain Community Health Center	**174170-R001**	**Conway, NH**	**$188,786**	**$188,786**	**$377,572**	**O: 11/08/2017 Item #21A**
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
		Total	**$3,800,360**	**$1,740,506**	**$5,540,866**	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings, and confidential teen health services. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

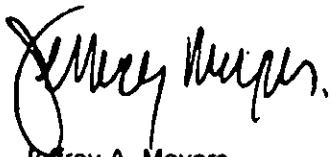
Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Services Contract

This 2nd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), as amended by the Department on August 14, 2018, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $518,196.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C,

6/11/2019

Amendment #2, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, Family Planning Performance Measure Definitions.
10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #2, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #2, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #2, Method and Conditions Precedent to Payment.

6/11/2019

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/13/19
Date

Name: Lisa Morris
Title: Director

Concord Hospital

6·11·2019
Date

Name: Robert P. Steigmeyer
Title: President and CEO

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 6·11·2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kathleen Lamontagne
Name and Title of Notary or ~~Justice of the Peace~~

My Commission Expires: 11/18/20

KATHLEEN G. LAMONTAGNE
MY COMMISSION EXPIRES NOV. 18, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/17/2019
Date

Name: Nancy J. Smith
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand one hundred eighty (1,180) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.6.5. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.

2. Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:

   - Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf

   - With supporting guidelines from:
     US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

     U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

     CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecs.htm

     CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html
Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force:
http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

American Society of Colposcopy and Cervical Pathology (ASCCP)

Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

   The standard package of services includes:
   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**

- Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.
- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014; pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use

- Allergies
- Recent intercourse
- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
   - Do you want to become a parent?
   - Do you have any children now?
   - Do you want to have (more) children?
   - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:
   - Sexual practices: types of sexual activity the client engages in.
   - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
   - Pregnancy prevention: current, past, and future contraception options
   - Partners: number, gender, concurrency of the client's sex partners
   - Protection from STD: condom use, monogamy, and abstinence
   - Past STD history in client & partner (to the extent the client is aware)
   - History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

   a) Ensure that the client understands:
      - Method effectiveness
      - Correct use of the method
      - Non-contraceptive benefits

- Side effects
- Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):**

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided:
   a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
      - Prenatal care and delivery
      - Infant care, foster care, or adoption
      - Pregnancy termination
   b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

C. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening
   d) Other screening services that include:
      - Obtain medical history
      - Screen for intimate partner violence
      - Screen for tobacco, alcohol, and substance use

- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Provide additional STD testing as indicated
   c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. **For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:**

1. Medical History
2. Cervical Cytology
3. Clinical Breast Examination or discussion
4. Mammography
5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.
  - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore.
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
- American Cancer Society. http://www.cancer.org/.
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling* 1-800-762-2264 or through the Bookstore on the ACOG Web site: http://www.acog.org/Resources_And_Publications.

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.
- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Office of Population Affairs: http://www.hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions http://www.hhs.gov/opa/regional-contacts

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
  - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
  - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Concord Hospital Family Health Center — 6/11/2019

Agency Name — Date

Attachment C, Amendment #2

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with QFP and Title X requirements with the goal of supporting clients' decisions related to preventing or achieving pregnancy.
2. Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the most current *Quality Family Planning* (QFP). These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

Attachment C, Amendment #2

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

AGENCY NAME: _____
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Contractor Initials: [illegible]
Date: 6/11/19

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: By August 31st, of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. SFY 20 Agency Target: SFY 21 Agency Target:	Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTIVITIES	SFY 21 Outcome: ____ Numerator: ____ Denominator: ____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached (Please check if workplan has been revised)**

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. State Minimum Target: 70% SFY 20 Target: SFY 21 Target:	Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTVITIES	SFY 21 Outcome: ____ Numerator: ____ Denominator: ____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: ____%
Denominator: ____%

____ Target/Objective Met

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: ____%
Denominator: ____%

____ Target/Objective Met

____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) SFY 20 Target: SFY 21 Target:	Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTVITIES	SFY 21 Outcome: ____ Numerator: ____ Denominator: ____	

WORKPLAN/PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ Revised Workplan Attached (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b. ___ clients < 100% FPL will be served
1c. ___ clients < 250% FPL will be served
1d. ___ clients < 20 years of age will be served
1e. ___ clients on Medicaid at their last visit will be served
1f. ___ male clients will be served

SFY Outcome	
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g. _____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator**: The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator**: The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator**: Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. Please be very specific in describing the outcomes of the linkages you were able to establish.

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	Purpose	Contact Date	Outcome – Linkages Established

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) ata Elements: Effective July 1, 2017	**Additional Data Elements Proposed for FPAR 2.0:**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval: · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

   5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") dated this 20th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to adjust budget line items within the price limitation with no changes to the scope of work and no change to the price limitation; and

NOW THEREFORE, In consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit B-3, Budget Family Planning Funds in its entirety and replace with Exhibit B-3, Budget Family Planning Funds Amendment #1.
2. Add Exhibit K, DHHS Information Security Requirements

This amendment shall be effective upon the date of ~~Governor and Executive Council~~ Department of Health and Human Services 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

8/6/18
Date

Lisa Morris, MSSW
Director

Concord Hospital Inc.

7/25/2018
Date

Name: Robert P. Steigmeyer
Title: President and CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 7/25/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public ~~or Justice of the Peace~~

Kathleen G Lamontagne
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11/18/2020

KATHLEEN G. LAMONTAGNE
MY COMMISSION EXPIRES NOV. 18, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

I hereby certify that the foregoing Amendment was approved by Department of Health and Human Services, Contracts Unit on: 8/14/2018 (date)

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF CONTRACTS AND PROCUREMENT

8/14/2018
Date

for E.M. Reinemann
E. Maria Reinemann
Director

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Family Planning Services

Budget Period: July 1, 2010 - June 30, 2011 (SFY 2011)

Line Item	Total Program Cost: Direct	Indirect	Total	Contractor Share / Match: Direct	Indirect	Total	Funded by DHHS contract share: Direct	Indirect	Total
1. Total Salary/Wages	$ [illegible]	$ -	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ [illegible]	$ -	$ [illegible]
2. Employee Benefits	$ [illegible]	$ -	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ [illegible]	$ -	$ [illegible]
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ [illegible]	$ -	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ -	$ [illegible]
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
11. Staff Education and Training	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ [illegible]	$ -	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ [illegible]	$ -	$ [illegible]

Indirect As A Percent of Direct 0.0%

Contractor Initials MB

Date 7/25/2018

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents,. and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

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7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information; and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines,, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") dated this 20th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to adjust budget line items within the price limitation with no changes to the scope of work and no change to the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit B-3, Budget Family Planning Funds in its entirety and replace with Exhibit B-3, Budget Family Planning Funds Amendment #1.
2. Add Exhibit K, DHHS Information Security Requirements

This amendment shall be effective upon the date of ~~Governor and Executive Council~~ Department of Health and Human Services 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

8/6/18
Date

Lisa Morris, MSSW
Director

Concord Hospital Inc.

7/25/2018
Date

Name: Robert P. Steigneyer
Title: President and CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 7/25/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or ~~Justice of the Peace~~

Kathleen G Lamontagne
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11/18/2020

KATHLEEN G. LAMONTAGNE
MY COMMISSION EXPIRES NOV. 18, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

I hereby certify that the foregoing Amendment was approved by Department of Health and Human Services, Contracts Unit on: 8/14/2018 (date)

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF CONTRACTS AND PROCUREMENT

8/14/2018
Date

for E.M. Reinemann
E. Maria Reinemann
Director

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Family Planning Services

Budget Period: July 1, 2016 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 89,134.00	$ -	$ 89,134.00	$ 18,026.00	$ -	$ 18,026.00	$ 71,111.00	$ -	$ 71,111.00
2. Employee Benefits	$ 16,637.00	$ -	$ 16,637.00	$ 17,238.00	$ -	$ 17,238.00	$ 17,637.00	$ -	$ 17,637.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 4,622.00	$ -	$ 4,622.00	$ -	$ -	$ -	$ 4,622.00	$ -	$ 4,622.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify more detailed in narrative)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 114,311.00	$ -	$ 114,311.00	$ 17,238.00	$ -	$ 17,238.00	$ 96,311.00	$ -	$ 96,311.00

Indirect As A Percent of Direct: 0.0%

Contractor Initials: MB
Date: 7/26/2016

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
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9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964

NH DIVISION OF Public Health Services

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed $2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	**$2,915,402**

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217 FAIN# FPHPA016248 69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			Subtotal:	*$341,236*

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517
			Subtotal:	*$193,034*

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274
			Subtotal:	*$132,548*

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400
			Subtotal:	*$156,800*

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948
			Subtotal:	*$199,896*

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582
			Subtotal:	*$403,164*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925
			Subtotal:	*$219,850*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382
			Subtotal:	*$154,764*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108
			Subtotal:	*$166,216*

Planned Parenthood of Northern New England **Vendor ID #177528-R002**
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000
			Subtotal:	*$548,000*

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES
CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**
FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314
			Subtotal:	*$90,628*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032
			Subtotal:	*$66,064*

Coos County Family Health Center — **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361
			Subtotal:	*$24,722*

Equality Health Center — **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Joan G. Lovering Health Care — **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Lamprey Health Care — **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719
			Subtotal:	*$59,438*

Manchester Community Health Center — **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

Mascoma Community Health Center — **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

White Mountain Community Health Center — **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	**$2,915,402**

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center	Pass	0	0
3. Coos Co. Family Health	Pass	0	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control,DPHS
4.
5.
6.
7.
8.
9.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are **retroactive** (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	$431,864
Concord Hospital Family Health Center	$259,098
Coos County Family Health	$157,270
Equality Health Center	$179,800
Joan G. Lovering Health Center	$222,896
Lamprey Health Care	$462,602
Manchester Community Health Center	$265,086
Mascoma Community Health Care	$200,000
Planned Parenthood of Northern New England	$548,000
White Mountain Community Health Center	$188,786
Total	$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed $2,915,402.00, nine (9) to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh
DoIT #2018-001

FORM NUMBER P-37 (version 5/8/15)

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-02)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Hospital		1.4 Contractor Address 250 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number 603-228-7200	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation $259,098
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Robert P. Steigmeyer, President/CEO	

1.13 Acknowledgement: State of NH, County of Merrimack

On 10/23/17, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Date: 10/30/17	1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 10/31/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MM
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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MB
Date 10/23/17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand one hundred eighty (1,180) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials MD

Date 10/23/17

Exhibit B-1 BUDGET
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Family Planning

(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 140,000.00	$ -	$ 140,000.00	$ 83,483.00	$ -	$ 83,483.00	$ 56,517.00	$ -	$ 56,517.00
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 140,000.00	$ -	$ 140,000.00	$ 83,483.00	$ -	$ 83,483.00	$ 56,517.00	$ -	$ 56,517.00

Indirect As A Percent of Direct %

Exhibit B-1 Budget

Initials AJJ
Date 10/23/17

Exhibit B-2 BUDGET
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: TANF

(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 64,768.00	$ -	$ 64,768.00	$ 31,764.00	$ -	$ 31,764.00	$ 33,032.00	$ -	$ 33,032.00
2. Employee Benefits	$ 16,199.00	$ -	$ 16,199.00	$ 16,199.00	$ -	$ 16,199.00	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify more detail in narrative)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 80,967.00	$ -	$ 80,967.00	$ 47,963.00	$ -	$ 47,963.00	$ 33,032.00	$ -	$ 33,032.00

Indirect as a Percent of Direct

Exhibit B-2 Budget

Initials DHS
Date 10/23/17

Exhibit B-3 BUDGET
Family Planning Services

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 166,000.00	$ -	$ 166,000.00	$ 71,483.00	$ -	$ 71,483.00	$ 95,517.00	$ -	$ 95,517.00
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 166,000.00	$ -	$ 166,000.00	$ 71,483.00	$ -	$ 71,483.00	$ 95,517.00	$ -	$ 95,517.00

Indirect As A Percent of Direct %

Exhibit B-3 Budget

Initials: [illegible]
Date: 10/23/17

Exhibit B-4 BUDGET
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: TANF
(Name of RFP)

Budget Period: July 1, 2016 - June 30, 2017

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 66,740.00	$ -	$ 66,740.00	$ 33,708.00	$ -	$ 33,708.00	$ 33,032.00	$ -	$ 33,032.00
2. Employee Benefits	$ 16,065.00	$ -	$ 16,065.00	$ 16,065.00	$ -	$ 16,065.00	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. [illegible]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 83,805.00	$ -	$ 83,805.00	$ 49,773.00	$ -	$ 49,773.00	$ 33,032.00	$ -	$ 33,032.00

Indirect As A Percent of Direct %

Exhibit B-4 Budget

Initials MD
Date 10/23/17

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. ***Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:*** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41.U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

10/23/17
Date

Name: Robert P. Steigmeyer
Title: President and CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

10/23/17
Date

Name: Robert P. Steigmeyer
Title: President and CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor Identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials MA
Date 10/23/17

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (i)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date 10/23/17

Name: Robert P. Steigmeyer
Title: President and CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/23/17
Date

Name: Robert P. Steigmeyer
Title: President and CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

10/23/17
Date

Name: Robert A. P. Steigmeyer
Title: President and CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Concord Hospital
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Robert P. Steigmeyer
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President and CEO
Title of Authorized Representative	Title of Authorized Representative
10/30/17	10/23/17
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/23/17
Date

Name: Robert D. Steigmayer
Title: President and CEO

Contractor Initials MH
Date 10/23/17

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 07-397399

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ✓ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

Contractor Initials AAA
Date 10/23/17

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Family Planning Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Coos County Family Health Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), as amended on June 19, 2019, (#78F), as amended on December 18, 2019, (Item # 16), and as amended on August 5, 2020 (Item #22), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 4, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2021

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $343,053

3. Modify Form P-37, General Provisions, to add Paragraph 25, Requirements for Family Planning Projects, as follows:

   25. The Contractor shall comply with all of the following provisions:

   25.1 No state funds shall be used to subsidize abortions, either directly or indirectly. The family planning project will permit the Commissioner of the Department of Health and Human Services, or his or her designated agent or delegate, to inspect the financial records of the family planning project to monitor compliance with this requirement.

   25.2 At the end of each fiscal year, the Commissioner shall certify, in writing, to the Governor and Council that he or she personally, or through a designated agent or delegate, has reviewed the expenditure of funds awarded to a family planning project and that no state funds awarded by the Department have been used to provide abortion services.

   25.3 If the Commissioner fails to make such certification or if the Governor and Executive Council, based on evidence presented by the Commissioner in his or her certification, find that state funds awarded by the Department have been used to provide abortion services, the grant recipient shall either: (a) be found to be in breach of the terms of such contract, grant or award of funds and forfeit all right to receive further funding; or (b) suspend all operations until such time as the state funded family project is physically and financially separate from any reproductive health facility, as defined in RSA 132:37.

4. Modify Exhibit A, Scope of Services, Amendment #2 by replacing in its entirety with Exhibit A

Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 1, #1 to read:

   1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #4, Scope of Services

6. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 through Exhibit B-8, Budget Amendment #4.

7. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.5 to read:

   4.5 Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #4, Scope of Services.

8. Add Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 8 to read:

   8. The Contractor shall allow the Department to conduct financial audits on an annual basis, or upon request by the Department, to ensure compliance with the funding requirements of this Agreement. The Contractor shall make available documentation and staff as necessary to conduct such audits, including but not limited to policy and procedure manuals, financial records and reports, and discussions with management and finance staff.

9. Add Exhibit B-7, Amendment #4 Budget Family Planning Funds, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

10. Add Exhibit B-8, Amendment #4 Budget TANF Funding, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

11. Modify Attachment A, Amendment #2, Family Planning Clinical Services Guidelines in its entirety and replace it with Attachment A, Amendment #4, NH Family Planning Performance Measure Definitions, which is attached hereto and incorporated by reference herein.

12. Modify Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement in its entirety and replace it with Attachment B, Amendment #4, NH Family Planning Program Reporting Calendar SFY 22, which is attached hereto and incorporated by reference herein.

13. Modify Attachment C, Amendment #2, NH Family Planning Workplan in its entirety and replace ir with Attachment C, Amendment #4, Fee Policy, which is attached hereto and incorporated by reference herein.

14. Modify Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions in its entirety and replace it with Attachment D, Amendment #4, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement, which is attached hereto and incorporated by reference herein.

15. Modify Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace it with Attachment E, Amendment #4, Work Plan, which is attached hereto and incorporated by reference herein.

16. Delete Exhibit F, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.

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All terms and conditions of the Contract and prior amendments not modified by this Amendment #4 remain in full force and effect. This Amendment shall be retroactively effective to July 1, 2021, 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

8/30/2021

DocuSigned by:
Patricia M. Tilley
846FB38F5BFD4C8...

Date

Name: Patricia M. Tilley
Title: Director

Coos County Family Health Center

8/26/2021

DocuSigned by:
Ken Gordon
3707CC55CAAC40C...

Date

Name: Ken Gordon
Title: Chief Executive Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/30/2021

DocuSigned by:
D5CA9202E32C4AE...

Date

Name: Catherine Pinos
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide reproductive and sexual health clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income individuals (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered

under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of 752 users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor shall not utilize any funds provided under this Agreement for abortion services.

4.6. The Contractor shall make reasonable efforts to collect charges based upon a sliding fee scale from clients, in accordance with Attachment C Fee Policy without jeopardizing client confidentiality.

4.7. **Clinical Services – Requirements:**

4.7.1. The Contractor shall provide reproductive and sexual health clinical services in compliance with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.7.2. The Contractor shall comply with their own established internal protocols, policies, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.7.3. The Contractor shall ensure all MDs, APRNs, PAs, nurses and/or any staff providing direct care and/or education to clients read and sign the New Hampshire Family Planning Clinical Services Guidelines, within thirty (30) days of Governor and Executive Council approva.

4.7.4. The Contractor shall submit the New Hampshire Family Planning Clinical Services Guidelines signed signature page to the Department for review and signature no later than thirty (30) days after the Contract Effective Date.

4.7.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.7.6. The Contractor shall have at least one (1) clinical provider at each clinic site proficient in the insertion and removal of Long Acting Reversible Contraception (LARC). The Contractor shall provide documented proof of proficiency to the Department on by January 28, 2022..

4.8. **STD and HIV Counseling and Testing – Requirements:**

4.8.1. The Contractor providing STD and HIV counseling and testing shall comply

with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.8.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.8.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.9. **Health Education Materials:**

4.9.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release Attachment D, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. . Examples of material topics include:

4.9.1.1. Sexually Transmitted Diseases (STD)

4.9.1.2. Contraceptive methods, pre-conception care

4.9.1.3. Achieving pregnancy/infertility

4.9.1.4. Adolescent reproductive health

4.9.1.5. Sexual violence

4.9.1.6. Abstinence

4.9.1.7. Pap tests/cancer screenings

4.9.1.8. Substance use disorder

4.9.1.9. Mental health.

4.9.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.9.3. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.10. **Sterilization Services:**

4.10.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.11. **Confidentiality:**

4.11.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary,

statistical or other form that does not identify the individual in accordance with State and Federal laws.

4.11.2. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients, in accordance with Attachment D, Amendment #4, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, (See Attachment E) for a 6-month period of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan 6-month outcomes and review/revise the work plan and submit by January 28, 2022 to the Department for approval

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses, training logs, and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department, by formal letter via email to Haley.L.Johnston@dhhs.nh.gov of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month (30 days) of hired.

6.3. The Contractor shall notify the Department, in writing via letter, when:

6.3.1. Any critical position is vacant for more than one month (30 days).

6.3.2. There is not adequate staffing to perform all required services for more than one month (30 days).

7. Performance Measures

7.1. The Contractor shall set family planning (FP) performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment A).

8. Reporting Requirements

8.1. The Contractor shall submit the current required data elements electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment A) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on January 28, 2022 or as instructed by the Department.

8.3. The Contractor shall provide records of employee salaries and wages that accurately reflect all work performed. Such records shall include, but are not limited to:

8.3.1. All activity(s) for which each employee is compensated; and

8.3.2. The total amount of time spent on each activity performed for federally assisted and all other activities.

9. Deliverables

9.1. The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment B).

Exhibit B-7, Amendment #5 Budget Family Planning Funds, State Fiscal Year 2022

New Hampshire Department of Health and Human Services

Contractor name Coos County Family Health Services, Inc.

Budget Request for: Family Planning Services

Budget Period: July 1, 2021 - December 31, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 51,192.00	$ -	$ 51,192.00	$ 26,488.00	$ -	$ 26,488.00	$ 24,704.00	$ -	$ 24,704.00
2. Employee Benefits	$ 8,476.00	$ -	$ 8,476.00	$ 8,476.00	$ -	$ 8,476.00	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 188.00	$ -	$ 188.00	$ 188.00	$ -	$ 188.00	$ -	$ -	$ -
Repair and Maintenance	$ 188.00	$ -	$ 188.00	$ 188.00	$ -	$ 188.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 13,500.00	$ -	$ 13,500.00	$ 13,500.00	$ -	$ 13,500.00	$ -	$ -	$ -
Office	$ 700.00	$ -	$ 700.00	$ 700.00	$ -	$ 700.00	$ -	$ -	$ -
6. Travel	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
7. Occupancy	$ 4,500.00	$ -	$ 4,500.00	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 625.00	$ -	$ 625.00	$ 625.00	$ -	$ 625.00	$ -	$ -	$ -
Postage	$ 125.00	$ -	$ 125.00	$ 125.00	$ -	$ 125.00	$ -	$ -	$ -
Subscriptions	$ 625.00	$ -	$ 625.00	$ 625.00	$ -	$ 625.00	$ -	$ -	$ -
Audit and Legal	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Insurance	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1,425.00	$ -	$ 1,425.00	$ 1,425.00	$ -	$ 1,425.00	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 84,344.00	$ -	$ 84,344.00	$ 59,640.00	$ -	$ 59,640.00	$ 24,704.00	$ -	$ 24,704.00

Indirect As A Percent of Direct 0.0%

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Contractor Initials

8/26/2021

Exhibit B-8, Amendment #4 Budget TANF Funding, State Fiscal Year 2022

New Hampshire Department of Health and Human Services

Contractor name Coos County Family Health Services, Inc.

Budget Request for: TANF- Family Planning Services

Budget Period: July 1, 2021 - December 31,2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 7,632.00	$ -	$ 7,632.00	$ 2,771.00	$ -	$ 2,771.00	$ 4,861.00	$ -	$ 4,861.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 7,632.00	$ -	$ 7,632.00	$ 2,771.00	$ -	$ 2,771.00	$ 4,861.00	$ -	$ 4,861.00

Indirect As A Percent of Direct 0.0%

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Contractor Initials tG

Date 8/26/2021

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY XX Outcome	
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years of age positive for chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of family planning clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of family planning clients under 250% FPL.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of family planning clients under 20 years of age.

Goal: To increase access to reproductive services to adolescents.

Definition: **Numerator:** Total number of clients under 20 years of age served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of family planning clients that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services to Medicaid clients.

Definition: **Numerator:** Number of clients that used Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of family planning male clients.

Goal: To increase access to reproductive services to males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 years old screened for chlamydia that tested positive.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of women <25 years old that tested positive for chlamydia.

Denominator: The total number of women <25 years old screened for chlamydia.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who received preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < 25 years old screened for chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25 years old.

Denominator: Total number of female clients < 25 years old.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.

Goal: To improve utilization of most and moderately effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) (implants or intrauterine devices systems (IUD/IUS)) method.

Goal: To improve utilization of LARC methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods, including abstinence, to prevent unintended pregnancy, STDs and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure requires for meetings (in-person and/or virtual) with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. *All sites are required to make one contact annually with the local DCYF office.* **Please be very specific in describing the outcomes of the linkages you were able to establish.**

SAMPLE:

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

<u>Family Planning (FP) Performance Measure #8</u>

Annual Training Report

Definition: This measure requires the family planning delegate to submit an annual training report for clinical & non-clinical staff that participate in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

NH Family Planning Reporting Calendar SFY 22 (6-Month Period)

Due within *30 days* of G&C approval: • SFY 22 Clinical Guidelines Signatures • SFY 22 – 6-MONTH FP Work Plan	
SFY 22 (July 1, 2021-December 31, 2021)	
Due Date:	**Reporting Requirement:**
October 8, 2021	Public Health Sterilization Records (July-September)
January 28, 2022	• Patient Satisfaction Surveys • Outreach and Education Report • Staff Training Report • Work Plan Update • Performance Outcome Report • Data Trend Tables (DTT) • I&E Material List with Advisory Board Approval Dates • Public Health Sterilization Records (October-December) **ALL REPORTING IS FOR A 6-MONTH TIME PERIOD.**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

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NH FAMILY PLANNING PROGRAM

GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT FEE POLICY
Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: [July 1, 2021] Next Review Date: [June 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with financial operation requirements under the NH FPP Project. The following are covered under this policy:

- Fee Policy
- Definition of a Family Planning Visit
- Core Family Planning Services

I. Fee Policy

Federal Poverty Level, Third Party Billing, and Income Verification

Client income and eligibility for a discount should be assessed, documented in the client record, and re-evaluated at least annually. Documentation of income may include a copy of a pay stub or some other form of documentation of family income; however clients who cannot present documentation of income must not be denied services and are allowed to self-report income. Sub-recipients who have lawful access to other valid means of income verification because of the client's participation in another program may use those data, rather than re-verify income or rely solely on the client's self-report. Whenever possible, there should be separate charts for client records and medical records.

Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although the agency must bill all third parties legally obligated to pay for the services. Bills to third parties must not be discounted.

Clients who are responsible for paying any fees for services must receive a bill directly at the time services are received. Bills to clients must show total charges minus any allowable discounts. Fees charged to clients must reflect true costs to a sub-recipient agency.

Agencies must offer a broad range of acceptable and effective medically approved family planning methods and services either on-site or by referral. For the purposes of considering payment for contraceptive services only, where a client has health insurance coverage through an employer that does not provide the contraceptive services sought by the client because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider the client's insurance coverage status as a good reason why they are unable to pay for contraceptive services.

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Discount Schedules/Reasonable Cost

A discount schedule (schedule of discounts or sliding fee scale) must be developed and implemented with sufficient proportional increments so that inability to pay is never a barrier to receiving services. The discount schedule must be based on family size, family income, and other specified economic considerations and is required for individuals with family incomes between 101% and 250% of the FPL. For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services.

The schedule of discounts should include charges for a new patient, an established patient, counseling and education, supplies, and laboratory costs. The schedule of discounts must be updated annually and be in accordance with the current Federal Poverty Guidelines (FPG). Sub-recipient agencies may choose to apply alternative funds to the cost of services in order to provide more generous discounts than what is required under the NH FPP project.

On an annual basis, sub-recipient agencies must submit to the NH FPP a copy of their most current discount schedule that reflects the most recently published FPG.

Third Party Payments

Sub-recipient agencies are required to bill all possible third party payers, including public and private sources, without the application of any discounts, to ensure that NH FPP funds will be used only on patients without any other sources of payments. NH FPP funds will be used only as the payer of last resort. *Sub-recipient agencies should have written agreements with NH Medicaid Plans, as appropriate.*

Family income of insured clients must be assessed before determining whether copayments or additional fees are charged. Clients whose family income is at or below 250% of the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied.

Fee Waiver

Fees may be waived for individuals with family incomes above 100% of the FPL who, as determined by the site director, are unable, for good reasons, to pay for family planning services provided through the NH FPP project. *Clients must not be denied services or be subjected to any variation in quality of services because of the inability to pay.*

Voluntary Donations

Voluntary donations from clients are permissible; however, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. If a sub-recipient agency chooses to ask for donations, then donations must be requested from *all* clients, including clients using public or private insurance. In such a case, it may be helpful to display signs at check-out or have a financial counseling script available for project staff who will be tasked with collecting donations. *Donations from clients do not waive the billing/charging requirements set out above (i.e., if a client is unable to pay the fees for family*

planning services received, any donations collected should go towards the cost of those services received.

Confidential Collections

Sub-recipient agencies must inform clients about the existence of the discount schedule and the fact that services will not be denied due to inability to pay. Sub-recipient agencies must make reasonable efforts to collect bills, but they must in no way jeopardize client confidentiality in the process. Sub-recipient agencies must obtain a client's permission before sending bills or making phone calls to the client's home and/or place of employment.

Sub-recipient Fee Policy Documentation Requirements

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipient agencies to ensure compliance with the NH FPP project as it relates to the Fee Policy detailed above.

Sub-recipient agencies must have written documentation (policies and procedures) of the following processes, which must be consistent and demonstrated throughout sub-recipient service sites (e.g., in client records, clinic operations):

- A process that will be used for determining and documenting the client's eligibility for discounted services.
- A process for ensuring that client income verification procedure(s) will not present a barrier to receipt of services.
- A process for updating poverty guidelines and discount schedules.
- A process for annual assessment of client income and discounts.
- A process for informing clients about the availability of the discount schedule.
- A process used for determining the cost of services (e.g., using data on locally prevailing rates and actual clinic costs to develop and update the schedule of fees; frequency for updating the costs of services).
- A process for assuring that financial records indicate client income is assessed and that charges are applied appropriately to recover the cost of services.
- A process for how donations are requested and/or accepted.
- Documentation that demonstrates clients are not pressured to make donations and that donations are not a prerequisite to the provision of services or supplies (e.g., scripts).
- A process for obtaining and/or updating contracts with private and public insurers.
- A process used to assess family income before determining whether copayments or additional fees are charged.
- A process for ensuring that financial records indicate that clients with family incomes between 101%-250% of the FPL do not pay more in copayments or additional fees than they would otherwise pay when the discount schedule is applied.
- Process for identifying third party payers the sub-recipient will bill to collect reimbursements for cost of providing services.
- A description of safeguards that protect client confidentiality

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II. Definition of A Family Planning Visit

A family planning client is an individual who has at least one family planning encounter during the reporting period (i.e., visits with a medical or other health care provider in which family planning services were provided). The NH FPP considers individuals ages 11 through 64 years to be potentially eligible for family planning services. However, visit definitions are needed to determine who is a family planning client.

Family Planning Visit: a documented contact (either face-to-face in a family planning program service site or virtual using telehealth technology) between an individual and a family planning provider of which the primary purpose is to provide family planning and related health services to clients who want to avoid unintended pregnancies or achieve intended pregnancies services.

A virtual family planning encounter uses telecommunications and information technology to provide access to family planning and related preventive health services, including assessment, diagnosis, intervention, consultation, education and counseling, and supervision, at a distance. Telehealth technologies include telephone, facsimile machines, electronic mail systems, videoconferencing, store-and-forward imaging, streaming media, remote monitoring devices, and terrestrial and wireless communications.

Types of Family Planning Visits

1. **Family Planning Encounter With A Clinical Service Provider:** a documented, face-to-face or virtual encounter between a family planning client and a Clinical Services Provider (e.g., physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are appropriately trained in family planning) in which the client is provided (in association with the proposed or adopted method of contraception or treatment for infertility) one or more of the following medical services related to family planning:

   * Pap Smear
   * Pelvic Examination
   * Rectal Examination
   * Testicular Examination
   * Hemoglobin or Hematocrit
   * Blood Pressure Reading
   * HIV/STI Testing
   * Sterilization
   * Infertility Treatment
   * Preconception Counseling

2. **Family Planning Encounter With An Other Health Care Provider** a documented, face-to-face or virtual encounter between a family planning client and an Other Services Provider (e.g., registered nurses, public health nurses, licensed vocational or licensed practical nurses [LPNs], certified nurse assistants, health educators, social workers, or clinic aides) in which family planning education or counseling services are provided in relation to contraception (proposed or adopted method), infertility or sterilization. The counseling should include a thorough discussion of the following:

- Reproductive anatomy and physiology
- Infertility, as appropriate
- HIV/STI's
- The variety of family planning methods available, including abstinence and fertility-awareness based methods
- The uses, health risks, and benefits associated with each family planning method
- The need to return for evaluation on a regular basis and as problems are identified
- Pregnancy options counseling

Education and/or counseling related to contraception, infertility or sterilization, which may occur in a group setting on an individual basis, must be face-to-face or virtual contact and documented in the client's medical record in order to be counted as a family planning client.

Laboratory tests, in and of themselves, do not constitute visits of any type. If laboratory testing is performed and there is no other face-to-face or virtual contact between a provider and a client, then the visit cannot be counted. However, if the tests are accompanied by other medical services involving family planning related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility or sterilization, an individual will have had a medical or any other health care provider visit by virtue of such medical services or counseling and/or education and is considered a family planning medical visit.

Pap smears and pelvic examinations in and of themselves constitute a medical visit but not a family planning medical visit. However, if a pap smear and pelvic examination are accompanied by other medical services involving family planning (related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization) **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization, an individual is considered to have had a family planning medical visit.

Once an individual has been determined to be a family planning client, there are a number of required services that must be provided to that client. See the NH FPP *Family Planning Clinical Services Guidelines* for detailed information on the minimum required clinical services for Family Planning sub-recipient agencies.

Examples of Clients Who Are Family Planning Clients

- An adolescent male who comes in for contraceptive methods education and counseling with his adolescent girlfriend can be counted as a family planning client as long as the client is encouraged to receive other documented NH FPP required services for males in the future (e.g., sexual history, partner history, and HIV/STI education, testicular self-

exam (TSE) education, etc.). Minors must be counseled on how to resist sexual coercion; and be encouraged to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. As with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each patient's needs are, and are indicated in the notes within the client's medical chart.

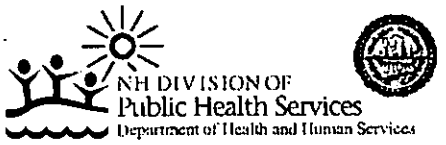
- An adult male under 65 years old coming in for a comprehensive preventive health visit can be counted as a family planning client if the client receives contraceptive method education and/or counseling (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, HIV/STI education, testicular exam, etc.).
- An adult male under 65 years old coming in for an HIV/STI visit can be counted as a family planning client if the client receives contraceptive method counseling and/or education (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, and HIV/STI education, etc.). Required testicular exam screening may not occur during the HIV/STI visit, but should be performed if the client comes back for other health care services in the future. The message that condoms can prevent both unintended pregnancy and HIV/STIs must be included as part of the counseling and/or education provided to the client.
- A male who relies on their partner's method for contraception can be counted as a family planning client if the client receives contraception and preconception counseling, and education on the partner's contraceptive method.
- Sterilized individuals can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such individuals have selected a method of birth control (sterilization). All sub-recipients offering sterilization must obtain informed consent at least 30 days, but no more than 180 days, before the date of sterilization.
- Individuals who are abstinent can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such clients have selected a method of contraception (abstinence).
- A female under 65 years old can be counted as a family planning client if they receive contraception education or counseling and other documented NH FPP required services for females as appropriate (e.g., sexual history, partner history, HIV/STI education, etc.).
- Pregnant individuals or those who are seen for their late stage pregnancy or post-partum visit can be counted as a family planning client if the client receives contraception

education and counseling and/or HIV/STI testing as part of their care.

- Individuals who have a positive pregnancy test result can be counted as a family planning client as long as they receive pregnancy diagnosis and counseling services. Pregnant individuals may be provided with information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination.
- Individuals with a negative pregnancy test can be counted as a family planning client if the client receives contraception education and counseling. In addition, the cause of delayed menses should be investigated.

Examples of Visits That Are Not Considered Family Planning Encounters

- An individual who receives anonymous HIV counseling, testing, and referral services cannot be counted as a family planning client since the visit cannot be documented and the client does not have a medical record.
- An individual whose reasons for visit does not indicate the need for services related to preventing or achieving pregnancy.



III. Core (Minimum) Family Planning Services

The following services must be charged for on a sliding fee scale, which includes a zero pay category for clients with incomes at or below 100% of the FPL, and a discount schedule for clients with family incomes between 101% and 250% of the FPL.

1. Client education must provide all clients with the information needed to: make informed decisions about family planning, use specific methods of contraception and identify adverse effects, perform a breast examination or testicular self-examination (TSE), reduce the risk of HIV/STI transmission, understand the range of available services and the purpose and sequence of clinic procedures, and understand the importance of recommended screening tests and other procedures involved in the family planning visit. Client education must be documented in the client record. All clients should receive education as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning. Education can occur in a group or individual setting.

2. Counseling to assist clients in reaching an informed decision regarding their reproductive health and the choice and continued use of family planning methods and services must be provided for all clients. In addition all clients must receive counseling on, at a minimum, education about HIV infection and STIs, information on risks and HIV/STI infection prevention, and referral services. Documentation of counseling must be included in the client's record. The client's written informed voluntary consent to receive services must be obtained prior to the client receiving any clinical services. In addition, if a client chooses a prescription method of contraception, a method-specific consent form must be obtained and updated routinely at subsequent visits to reflect current information about the method. The signed informed consent form must be kept in the client's record. All clients should receive counseling as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning.

3. Comprehensive history for all clients at initial visit, with updates at subsequent visits, must be obtained. Histories for all clients must include at least the following areas: significant illnesses, hospitalizations, surgery, blood transfusion or exposure to blood products, and acute or chronic medical conditions; allergies; current use of prescription and over-the counter medications; extent of use of tobacco, alcohol, and other drugs; immunization and rubella status; review of systems; pertinent history of immediate family members; and partner history (including injectable drug use, multiple partners, risk history for HIV/AIDs, and sexual orientation). Histories of reproductive functioning in female clients must include at least the following: contraceptive use (past and present); menstrual history; sexual history; obstetrical history; gynecological conditions; history of HIV/STIs; pap smear history; and in utero exposure to DES for clients born between 1940 and 1970. Histories of reproductive function in male clients must include at least the following: sexual history; history of HIV/STIs; and urological conditions.

4. Complete physical exam for all clients should include height and weight, examination

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of the thyroid, heart, lungs, extremities, breasts, abdomen, and blood pressure evaluation. For female clients, the exam *must* include blood pressure evaluation, breast examination, pelvic examination including vulvar evaluation and bimanual exam, pap smear (for those 21 years old and older), and HIV/STI screening, as indicated. All physical examination and laboratory test requirements stipulated in the prescribing information for specific methods of contraception must be followed.

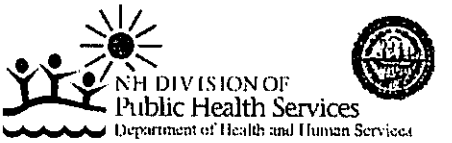
5. Laboratory Tests are required for the provision of specific methods of contraception. Pregnancy testing must be provided onsite and HIV, chlamydia, gonorrhea, and syphilis testing must be provided for all clients upon request or if indicated. The following laboratory procedures must be provided to clients if required in the provision of a contraceptive method: anemia assessment, vaginal wet mount, diabetes (blood sugar) testing, cholesterol or lipid testing, hepatitis B testing, rubella titer, and urinalysis.

7. Level I Infertility Services must be made available to female and male clients desiring such services. Level I Infertility Services includes: initial infertility interview, education, physical examination, counseling, and appropriate referral.

8. Revisit schedules must be individualized based on the client's need for education, counseling, and clinical care beyond that provided at the initial and annual visit. Clients selecting hormonal contraceptives, IUDs, cervical caps, or diaphragms for the first time should be scheduled for a revisit as appropriate after initiation of the method to reinforce its proper use, to check for possible side effects, and to provide additional information or clarification. A new or established client who chooses to continue a method already in use need not return for a revisit unless a need for re-evaluation is determined on the basis of findings at the initial visit.

9. Either directly or through referral, all reversible and permanent methods of contraception must be provided, which include barrier methods (female and male), IUDs, fertility awareness based methods, hormonal methods (injectables, implants, oral contraceptives, and emergency contraception) and sterilization. Methods not directly provided at the site should be referred first to another NH FPP site, if appropriate, and, secondly, elsewhere at an agency with which the site has a formal arrangement with for the provision of the service.

NH FAMILY PLANNING PROGRAM



IV SAMPLE DISCOUNT SCHEDULE

The following discount schedule can be used by sub-recipient agencies to help develop their own discount schedule. This is a sample and does not necessarily reflect the current Federal Poverty Guidelines.

Annual Income:	100% poverty base numbers	100% Discount 100% of poverty **No Fee**		Cat 80 101-135% of poverty **$25 Fee**		Cat 50 136 -185% of poverty **$50 Fee**	
Family Size:		**From:**	**To:**	**From:**	**To:**	**From:**	**To:**
1	$ 12,060	$ -	$ 12,179.60	$12,180.60	$16,400.60	$16,401.60	$ 22,430.60
2	$ 16,240	$ -	$ 16,401.40	$16,402.40	$22,085.40	$22,086.40	$ 30,205.40
3	$ 20,420	$ -	$ 20,623.20	$20,624.20	$27,770.20	$27,771.20	$ 37,980.20
4	$ 24,600	$ -	$ 24,845.00	$24,846.00	$33,455.00	$33,456.00	$ 45,755.00
5	$ 28,780	$ -	$ 29,066.80	$29,067.80	$39,139.80	$39,140.80	$ 53,529.80
6	$ 32,960	$ -	$ 33,288.60	$33,289.60	$44,824.60	$44,825.60	$ 61,304.60
7	$ 37,140	$ -	$ 37,510.40	$37,511.40	$50,509.40	$50,510.40	$ 69,079.40
8	$ 41,320	$ -	$ 41,732.20	$41,733.20	$56,194.20	$56,195.20	$ 76,854.20
Additional family member	$4,180						

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NH DIVISION OF
Public Health Services
Department of Health and Human Services

NH FAMILY PLANNING PROGRAM

Fee Policy Agreement

On behalf of Coos County Family Health Services, I hereby certify that I have read and understand the
(Agency Name)
information and Fee Policy as detailed above. I agree to ensure all agency staff and subcontractors working on the NH FPP project understand and adhere to the aforementioned policy and procedures set forth.

Ken Gordon

Authorizing Official: Printed Name

DocuSigned by:
Ken Gordon
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Authorizing Official: Signature

8/26/2021

Date

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8/26/2021

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT COMMUNITY PARTICIPATION, EDUCATION AND PROJECT PROMOTION POLICY

Section: Maternal & Child Health Sub Section(s): Family Planning Program Version: 2.0
Effective Date: [July 1, 2021] Next Review Date: [June 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with community participation, education and project promotion requirements under the NH FPP Project. The following are covered in this section:

- Informational & Educational Materials Review and Approval
- Collaborative Planning and Community Engagement
- Community Awareness and Education

I. Informational & Educational Materials Review and Approval

The Informational and Educational (I&E) operations for the review and approval of materials rest with the sub-recipient agency; however, NH FPP oversight remains to ensure that the sub-recipient adheres to all NH FPP I&E materials review and approval requirements.

Responsibility for I&E Materials Review and Approval

All I&E materials developed or made available by the sub-recipient agency must be reviewed and approved by a Medical Director (or designee) prior to their distribution. The Medical Director (or designee) may delegate responsibility for the review of the factual, technical, and clinical accuracy of all I&E materials developed or made available by the sub-recipient agency to appropriate project staff (e.g., RN, NP, CNM). If this function is delegated to appropriate project staff, the Medical Director (or designee) must oversee these operations and grant final approval.

Processes and Procedures for I&E Materials Review and Approval

The Medical Director (or designee) must review and approve all I&E materials developed or made available under the NH FPP project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency with the purposes of the NH FPP project. **All materials being distributed or made available under the NH FPP project must be reviewed and re-approved or expired on an annual basis.**

The following criteria must be used for reviewing and approving materials to ensure that the above requirements are fulfilled:

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- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

Documentation Requirements for I&E Materials Review and Approval

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipients to ensure compliance with the NH FPP project as it relates to the review and approval of I&E materials:

1.) **I&E Master List Requirement.** On an annual basis, sub-recipients will be required to submit a comprehensive master list of I&E materials that are currently being distributed or are available to NH FPP clients. *The list must include the date of approval (or re-approval), which must be within one year from the date the I&E master list is due to be submitted.*

2.) **Policies and Procedures.** Sub-recipients must have written documentation that outlines their process for conducting material reviews, which must include:

- A process for assessing factual accuracy of the content of I&E materials reviewed.
- How the factual, technical, and clinical accuracy is ensured.
- Criteria and procedures used to ensure that the materials are suitable for the population and community for which they are intended.
- Processes for reviewing materials written in languages other than English.
- Processes for how review and approval records will be maintained.
- Processes for how old materials will be expired.

II. Community Awareness and Education

Sub-recipients must establish and implement planned activities to facilitate community awareness of and access to family planning services through the provision of community information and education programs. Community information and education programs should serve to achieve community understanding of the objectives of the project, inform the community of the availability of services, and promote continued participation in the project by persons to whom family planning services may be beneficial. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy. A community participation committee can be utilized to execute the functions and operations of this requirement.

Suggestions for Community Awareness and Education Activities:

- Deliver community presentations (e.g., providing education at a local school on a

reproductive health topic).

- Incorporate the four-level socio-ecological model into outreach to understand and address the range of factors (individual, relationship, community and societal) that influence community understanding and continued participation in the family planning project.
- Attend community events to provide health education to attendees (e.g., tabling events, community meetings).
- Conduct presentations to inform community partners (mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations) of services, locations, and hours.
- Meet with community partners and coalitions to discuss family planning program and potential referral opportunities.
- Post up-to-date program information at a range of community venues, including virtual platforms (websites, social media, etc.).
- Distribute and post flyers.
- Distribute program information at community events (e.g., tabling events).

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

Community Participation, Education, and Project Promotion Agreement

On behalf of Coos County Family Health Services, I hereby certify that I have read and understand the
(Agency Name)

The NH FPP policies regarding Community Engagement, Education, and Project Promotion as detailed above. I agree to ensure all agency staff and sub-contractors working on the NH FPP project understand and adhere to the aforementioned policies and procedures set forth.

Ken Gordon

Printed Name

DocuSigned by:
Ken Gordon
3707CC55CAAC40C...

8/26/2021

Signature

Date

DS
KG

8/26/2021

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Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through December 31, 2021, the following targets have been set:

1a. ____ clients will be served
1b ____ clients <100% FPL will be served
1c. ____ clients <250% FPL will be served
1d. ____ clients <20 years old will be served
1e. ____ clients on Medicaid will be served
1f. ____ male clients will be served

SFY 22 Outcome (Semi-Annual)

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20 years old
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years old positive for Chlamydia

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Within 30 days of Governor and Council, 100% of sub-recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years old. (*Performance Measure #5*)

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Within 30 days of Governor and Council, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients. (*Performance Measure #6)*

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Attachment E
FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval

Goal 4: Provide appropriate education and networking to ensure vulnerable populations are aware of the availability of family planning services and to inform public audiences about the program's key priorities.

By January 28, 2022, sub-recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services. (*Performance Measure #7)*

☐ Sub-recipient provides grantee a copy of completed outreach & education report by January 28, 2022.

Goal 5: The NH FPP program will assure sub-recipient agencies are providing appropriate training and technical assistance to ensure family planning staff (e.g., any staff with clinical, administrative and/or fiscal responsibilities) are aware of federal guidelines, program priorities, and new developments in reproductive health and that they have the skills to respond.

By January 28, 2022, sub-recipients will submit a 6-month training report for clinical & non-clinical staff that participated in the provision of family planning services and/or activities to ensure adequate knowledge of program policies, practices and guidelines. (*Performance Measure #8)*

☐ Sub-recipient provides grantee a copy of completed annual training report by January 28, 2022.

Goal 6: Provide counseling for minors that encourages delaying the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors' policy for review and approval within 30 days of Governor and Council Approval

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Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Clinical Performance:

The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure:** The percent of female family planning clients < 25 years old screened for chlamydia infection.
- **Performance Measure:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Work Plan Instructions:

Please use the following template to complete the 6-month work plan for the half of FY22. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. *Each objective should be Specific, Measurable, Achievable, Realistic, and Time-phased (SMART).* Each objective must be related and contribute directly to the accomplishment of the stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. *Note:* Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether or not the planned activities were effective (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of the 6-month period, you will report your semi-annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the six months.

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Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement

Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches Care Management Team Clinical Teams Behavioral Health and LCSW staff SWAP materials and SWAP Self-Management Programs and Tools	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate. 2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data) 3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate. 4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc. 5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops. 6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
	1. Director of Quality will analyze data semi-annually to evaluate performance. 2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff Care Transitions Team Care Management Team EHR	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure. 2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission. 3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation Access to local Hospital data	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization 2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.	
Performance Measure: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***To promote the availability of STD screening per CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy***	
Performance Measure: The percent of female family planning clients <25 years old screened for chlamydia infection	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
•	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.***	
Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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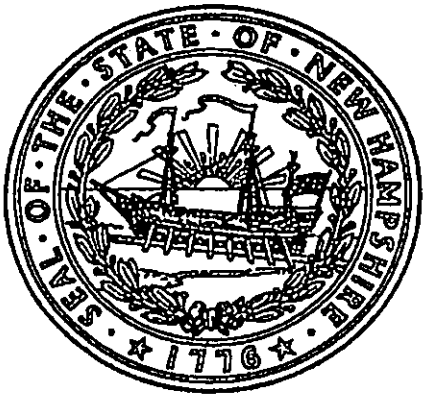
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COOS COUNTY FAMILY HEALTH SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 14, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63204
Certificate Number : 0005357878



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of April A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Patti Stolte, Board President, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Coos County Family Health Services
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 21, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Ken Gordon, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Coos County Family Health Services to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 08/23/2021

Patricia Stolte
Signature of Elected Officer
Name: Patricia Stolte
Title: Board President

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Michele Palmer
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: manch.certs@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	18058
INSURER B: MEMIC Indemnity Company	11030
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Coos County Family Health Services, Inc.
133 Pleasant Street
Berlin NH 03570-2006

COVERAGES CERTIFICATE NUMBER: 21-22 All lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2286106	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2286107	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB771756	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		3102802240 (3a.) NH	07/01/2021	07/01/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Employee Dishonesty			PHPK2286106	07/01/2021	07/01/2022	Limit	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Gerrior

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The ACORD name and logo are registered marks of ACORD

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coös county
Family Health

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Berlin, NH 03570-1800
Ph: 1-603-752-3669
Fax: 1-603-752-3027

133 Pleasant Street
Berlin, NH 03570-2006
Ph: 1-603-752-2040
Fax: 1-603-752-7797

2 Broadway Street
Gorham, NH 03581-1597
Ph: 1-603-466-2741
Fax: 1-603-466-2953

59 Page Hill Road
Berlin, NH 03570-3568
Ph: 1-603-752-2900
Fax: 1-603-752-3727

MISSION OF
COÖS COUNTY FAMILY HEALTH SERVICES

Improving the health and wellbeing of our community through the provision of health and social services of the highest quality.

VISION OF
COÖS COUNTY FAMILY HEALTH SERVICES

Creating a healthier future through education, prevention and access to care.

VALUES OF
COÖS COUNTY FAMILY HEALTH SERVICES

Respect We treat everyone in our community - patients, their families and our colleagues with dignity and respect regardless of their income, social status, race, religion or other factors.

Integrity Adhere to the highest standards of professionalism, ethics and personal responsibility.

Compassion Provide the best care, treating patients and family members with sensitivity and empathy.

Healing Inspire hope and nurture the well-being of the whole person, respecting their physical, emotional and spiritual needs.

Teamwork Value the contributions of all, blending the skills of individual staff members and community members for the benefit of all.

Innovation Infuse and energize the organization, enhancing the lives of those we serve through the creative ideas and unique talents of each employee.

Excellence Deliver the best outcomes and highest quality service through the dedicated efforts of every team member.

Stewardship Sustain and reinvest in our mission by wisely managing our human, natural and material resources.

(Mission Statement)
Board Approved 1/21/2021

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BerryDunn

coös county
Family Health

FINANCIAL STATEMENTS

June 30, 2020 and 2019

With Independent Auditor's Report

DocuSign Envelope ID: 6A64A8FC-E994-43F7-B2DC-C6FD7B6D8966

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Coos County Family Health Services, Inc.

We have audited the accompanying financial statements of Coos County Family Health Services, Inc., which comprise the balance sheets as of June 30, 2020 and 2019, and the related statements of operations, functional expenses, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Coos County Family Health Services, Inc. as of June 30, 2020 and 2019, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, during the year ended June 30, 2020, Coos County Family Health Services, Inc. adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2016-18, *Restricted Cash* (Topic 230). Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 17, 2020

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COOS COUNTY FAMILY HEALTH SERVICES, INC.

Balance Sheets

June 30, 2020 and 2019

ASSETS

	2020	2019
Current assets		
Cash and cash equivalents	$ 7,218,115	$ 3,287,120
Patient accounts receivable, net	1,523,938	1,621,203
Grants receivable	537,300	490,405
Other current assets	190,096	128,437
Total current assets	9,469,449	5,527,165
Investments	817,796	775,824
Assets limited as to use	600,630	592,197
Beneficial interest in funds held by others	28,564	25,695
Property and equipment, net	2,307,968	2,372,916
Total assets	$13,224,407	$ 9,293,797

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 284,133	$ 261,712
Accrued payroll and related expenses	1,167,190	841,827
Deferred revenue	582,769	106,500
Medicare accelerated payments	633,807	-
Paycheck Protection Program loan	1,718,500	-
Total current liabilities and total liabilities	4,386,399	1,210,039
Net assets		
Without donor restrictions	8,734,202	7,979,651
With donor restrictions	103,806	104,107
Total net assets	8,838,008	8,083,758
Total liabilities and net assets	$13,224,407	$ 9,293,797

The accompanying notes are an integral part of these financial statements.

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COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Operations

Years Ended June 30, 2020 and 2019

	2020	2019
Operating revenue		
Patient service revenue	$11,101,416	$11,651,530
Provision for bad debts	(353,736)	(331,129)
Net patient service revenue	10,747,680	11,320,401
Grants, contracts, and contributions	3,659,117	3,477,052
Provider relief funds	642,109	-
Other operating revenue	90,856	142,683
Net assets released from restriction for operations	35,977	18,651
Total operating revenue	15,175,739	14,958,787
Operating expenses		
Salaries and wages	8,258,331	7,521,125
Employee benefits	2,457,447	2,238,869
Contract services	420,751	498,710
Program supplies	483,916	482,712
340B program expenses	1,074,646	1,174,469
Occupancy	389,234	400,850
Other operating expenses	1,116,682	1,101,685
Depreciation	271,795	263,186
Total operating expenses	14,472,802	13,681,606
Income from operations	702,937	1,277,181
Other revenue and gains		
Investment income	29,538	24,704
Change in fair value of investments	22,076	7,890
Total other revenue and gains	51,614	32,594
Excess of revenue over expenses	754,551	1,309,775
Net assets released from restriction for capital acquisition	-	173,233
Increase in net assets without donor restrictions	$ 754,551	$ 1,483,008

The accompanying notes are an integral part of these financial statements.

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COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Functional Expenses

Years Ended June 30, 2020 and 2019

	2020		
	Healthcare Services	Administration and Support Services	Total
Salaries and wages	$ 7,236,720	$ 1,021,611	$ 8,258,331
Employee benefits	2,125,731	331,716	2,457,447
Contract services	277,708	143,043	420,751
Program supplies	485,972	-	485,972
340B program expenses	1,074,646	-	1,074,646
Occupancy	341,086	48,148	389,234
Other operating expenses	976,747	137,879	1,114,626
Depreciation	238,174	33,621	271,795
Total operating expenses	$ 12,756,784	$ 1,716,018	$ 14,472,802

	2019		
	Healthcare Services	Administration and Support Services	Total
Salaries and wages	$ 6,583,139	$ 937,986	$ 7,521,125
Employee benefits	1,944,872	293,997	2,238,869
Contract services	424,356	74,354	498,710
Program supplies	488,057	-	488,057
340B program expenses	1,174,469	-	1,174,469
Occupancy	350,904	49,946	400,850
Other operating expenses	959,626	136,714	1,096,340
Depreciation	230,393	32,793	263,186
Total operating expenses	$ 12,155,816	$ 1,525,790	$ 13,681,606

The accompanying notes are an integral part of these financial statements.

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COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Changes in Net Assets

Years Ended June 30, 2020 and 2019

	2020	2019
Net assets without donor restrictions		
Excess of revenue over expenses	$ 754,551	$ 1,309,775
Net assets released from restriction for capital acquisition	-	173,233
Increase in net assets without donor restrictions	754,551	1,483,008
Net assets with donor restrictions		
Grants, contracts, and contributions	33,657	174,308
Net assets released from restriction for operations	(35,977)	(18,651)
Net assets released from restriction for capital acquisition	-	(173,233)
Change in fair value of beneficial interest in funds held by others	2,019	(1,385)
Decrease in net assets with donor restrictions	(301)	(18,961)
Change in net assets	754,250	1,464,047
Net assets, beginning of year	8,083,758	6,619,711
Net assets, end of year	$ 8,838,008	$ 8,083,758

The accompanying notes are an integral part of these financial statements.

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COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Cash Flows

Years Ended June 30, 2020 and 2019

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 754,250	$ 1,464,047
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	271,795	263,186
Change in fair value of investments	(22,076)	(7,890)
Contributions for long-term purposes	-	(174,308)
Change in fair value of beneficial interest in funds held by others	(2,019)	1,385
(Increase) Decrease in the following assets		
Patient accounts receivable	97,265	43,296
Grants receivable	(46,895)	(218,136)
Other current assets	(61,659)	(2,860)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	22,421	(46,665)
Accrued payroll and related expenses	325,363	103,065
Deferred revenue	476,269	75,000
Medicare accelerated payments	633,807	-
Net cash provided by operating activities	2,448,521	1,500,120
Cash flows from investing activities		
Proceeds from sales of investments	252,129	-
Purchase of investments	(272,025)	(17,934)
Capital acquisitions	(206,847)	(362,714)
Transfer of endowment contributions to perpetual trust held by others	(850)	(900)
Net cash used by investing activities	(227,593)	(381,548)
Cash flows from financing activities		
Proceeds from Paycheck Protection Program loan	1,718,500	-
Contributions for long-term purposes	-	174,308
Net cash provided by financing activities	1,718,500	174,308
Net increase in cash and cash equivalents and restricted cash	3,939,428	1,292,880
Cash and cash equivalents and restricted cash, beginning of year	3,879,317	2,586,437
Cash and cash equivalents and restricted cash, end of year	$ 7,818,745	$ 3,879,317
Breakdown of cash and cash equivalents and restricted cash, end of year		
Cash and cash equivalents	$ 7,218,115	$ 3,287,120
Assets limited as to use	600,630	592,197
	$ 7,818,745	$ 3,879,317

The accompanying notes are an integral part of these financial statements.

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Organization

Coos County Family Health Services, Inc. (the Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides outpatient health care, dental and disease prevention services to residents of Coos County, New Hampshire, through direct services, referral and advocacy.

1. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the financial statements according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Uncertainty Related to COVID-19

On March 11, 2020, the World Health Organization declared the 2019 Novel Coronavirus Disease (COVID-19) a global pandemic. The COVID-19 pandemic has impacted and could further impact the Organization's operations as a result of quarantines and travel and logistics restrictions. The extent to which the COVID-19 pandemic impacts the Organization's business, results of operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted, including, but not limited to the duration, spread, severity, and impact of the COVID-19 pandemic, the effects of the COVID-19 pandemic on the Organization's members and the remedial actions and stimulus measures adopted by local and federal governments. Therefore, the Organization cannot reasonably estimate the impact at this time.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

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Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

The Organization has adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash* (Topic 230), which requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The 2019 statements of cash flows has been restated to conform to the provisions of ASU No. 2016-18. Cash and cash equivalents and restricted cash, beginning of year for June 30, 2019 was increased by $612,624.

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (HHS). As with all government funding, these grants are subject to change in future years. For the years ended June 30, 2020 and 2019, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 67% and 69%, respectively, of grants, contracts and contributions.

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Investments

The Organization reports investments at fair value. Investments include assets held for long-term purposes. Accordingly, investments have been classified as non-current assets on the accompanying balance sheets regardless of maturity or liquidity. The Organization has established policies governing long-term investments.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statements of operations. The election was made because the Organization believes reporting the activity as a single amount provides a clearer measure of the investment performance.

Investment income and the change in fair value are included in the excess of revenue over expenses, unless otherwise stipulated by the donor or State Law. Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the financial statements.

Assets Limited as to Use

Assets limited as to use include cash and cash equivalents designated by the Board of Directors for future working capital needs and donor-restricted grants and contributions.

Beneficial Interest in Funds Held by Others

The Organization is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation (the Foundation). Pursuant to the terms of the resolution establishing the fund, property contributed to the Foundation is held as a separate fund designated for the benefit of the Organization. In accordance with its spending policy, the Foundation makes distributions from the fund to the Organization. The distributions are approximately 4% of the market value of the fund per year. The Organization's interest in the fund is recognized as net assets with donor restrictions.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Organization's capitalization policy is applicable for acquisitions greater than $5,000.

Medicare Accelerated Payments

In response to the COVID-19 pandemic, the Center for Medicare and Medicaid Services (CMS) made available an accelerated and advance payment program to Medicare providers. The Organization requested payment equal to 100% of a three month claim period. Under the program, CMS would begin recouping payment from claim payments 120 days after the advance was made, however the Organization repaid the accelerated payments in full in July 2020.

Paycheck Protection Program

On April 13, 2020, the Organization qualified for and received a loan in the amount of $1,718,500 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Paycheck Protection Program and Health Care Enhancement (PPPHCE) Act. The loan is unsecured, has a two-year term with a maturity date of April 2022; bears an annual interest rate of 1%; and shall be payable monthly with the first six monthly payments deferred. The principal amount of the PPP is subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, interest on mortgages, rent and utilities, incurred by the Organization.

The Organization has utilized $678,924 of the total available PPP for qualifying expenditures as of June 30, 2020 and anticipates utilizing the remaining funds in the first quarter of fiscal year 2021. It is the Organization's intent to apply for forgiveness at that time. Forgiveness is subject to the sole approval of the SBA. The Organization has chosen to follow the conditional contribution model for the PPP and has opted to not record any income until forgiveness is received. The full amount of the PPP received is reported as a refundable advance in the current liabilities section of the balance sheet at June 30, 2020.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Provider Relief Funds

The CARES Act and the PPPHCE Act established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by HHS. The Organization received PRF in the amount of $642,109 during the year ended June 30, 2020. These funds are to be used for qualifying expenses, to cover lost revenue due to COVID-19, or to help uninsured Americans get testing and treatment for COVID-19. The PRF are considered conditional contributions and are recognized as income when qualifying expenditures have been incurred. The Organization incurred qualifying expenditures in 2020 and all funds have been recorded in income from operations. Subsequent reporting requirements to HHS are required for the period ending December 31, 2020.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations as net assets released from restriction. Contributions whose restrictions are met in the same period as the support was received are recognized as net assets without donor restrictions.

The Organization has adopted ASU No. 2018-08, *Not-for-Profit Entities* (Topic 958), *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. ASU No. 2018-08 applies to all entities that receive or make contributions and clarifies the definition of transactions accounted for as an exchange transaction subject to applicable guidance for revenue recognition, and transactions that should be accounted for as contributions (non-exchange transactions) subject to the contribution accounting model. Further, ASU No. 2018-08 provides criteria for evaluating whether contributions are unconditional or conditional. Conditional contributions specify a barrier that the recipient must overcome and a right of return that releases the donor from its obligation if the barrier is not achieved, otherwise the contribution is unconditional. The adoption of ASU No. 2018-08 had no impact on the Organization's net assets, results of its operations, or cash flows.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function; therefore, these expenses require allocation on a reasonable basis that is consistently applied. As the Organization is a service organization, such expenses are allocated between healthcare services and administrative support based on the percentage of direct care wages to total wages.

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Donated Goods and Services

The Organization acts as a conduit for pharmaceutical company patient assistance programs. The Organization provides assistance to patients in applying for and distributing prescription drugs under the programs. The value of the prescription drugs distributed by the Organization to patients is not reflected in the accompanying financial statements. The Organization estimates that the value of prescription drugs distributed by the Organization for the years ended June 30, 2020 and 2019 was $1,534,312 and $2,284,175, respectively.

Various programs' help and support for the daily operations of the Organization's Response Program were provided by the general public of the surrounding communities. The donated services have not been reflected in the accompanying financial statements because they do not meet the criteria for recognition (specialized skills that would be purchased if not donated). Management estimates the fair value of donated services received but not recognized as revenues was $144,639 and $140,256 for the years ended June 30, 2020 and 2019, respectively. The Response Program also receives donated supplies to be used for program activities. The fair value of supplies recognized as revenues was $2,056 and $5,345 for the years ended June 30, 2020 and 2019, respectively.

Excess of Revenue over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses include contributions of long-lived assets (including assets acquired using grants and contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through September 17, 2020, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

The Organization had working capital of $5,083,050 and $4,317,126 at June 30, 2020 and 2019, respectively. The Organization had average days (based on normal expenditures) cash on hand (including investments and assets limited as to use for working capital) of 264 and 125 at June 30, 2020 and 2019, respectively.

Financial assets available for general expenditure within one year were as follows:

	2020	2019
Cash and cash equivalents	$ 7,218,115	$ 3,287,120
Patient accounts receivable, net	1,523,938	1,621,203
Grants receivable	537,300	490,405
Investments	817,796	775,824
Assets limited as to use for working capital	525,388	513,785
Less Medicare accelerated payments repaid in July 2020	(633,807)	-
Financial assets available to meet general expenditures within one year	$ 9,988,730	$ 6,688,337

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash on hand for operations of 30 days and 90 days cash in reserve. Average days cash on hand was higher than the Organization's goal due to various COVID related relief payments disclosed in Note 1.

The Organization has an available $500,000 line of credit as described in Note 6.

3. Patient Accounts Receivable

Patient accounts receivable consisted of the following as of June 30:

	2020	2019
Medical and dental patient accounts receivable	$ 1,187,002	$ 1,132,537
Contract 340B pharmacy program receivables	634,936	726,666
Total patient accounts receivable	1,821,938	1,859,203
Allowance for doubtful accounts	(298,000)	(238,000)
Patient accounts receivable, net	$ 1,523,938	$ 1,621,203

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	2020	2019
Medicare	30 %	27 %
Medicaid	21 %	19 %
Blue Cross	11 %	13 %

Primary payers representing 10% or more of the Organization's gross contract 340B pharmacy program receivables are as follows:

	2020	2019
Walmart Stores, Inc.	90 %	84 %
Walgreens Co.	10 %	14 %

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2020	2019
Balance, beginning of year	$ 238,000	$ 208,000
Provision	353,736	331,129
Write-offs	(293,736)	(301,129)
Balance, end of year	$ 298,000	$ 238,000

4. Investments

FASB Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

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The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value measured on a recurring basis:

	Investments at Fair Value as of June 30, 2020			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 77,926	$ -	$ -	$ 77,926
Corporate bonds	-	400,116	-	400,116
Government securities	-	339,754	-	339,754
Total investments	$ 77,926	$ 739,870	$ -	$ 817,796

	Investments at Fair Value as of June 30, 2019			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 61,788	$ -	$ -	$ 61,788
Corporate bonds	-	381,444	-	381,444
Government securities	-	332,592	-	332,592
Total investments	$ 61,788	$ 714,036	$ -	$ 775,824

Corporate bonds and government securities are valued based on quoted market prices of similar assets.

5. Property and Equipment

Property and equipment consists of the following:

	2020	2019
Land and improvements	$ 153,257	$ 153,257
Building and improvements	3,308,100	3,257,829
Furniture, fixtures, and equipment	2,402,307	2,400,427
Total cost	5,863,664	5,811,513
Less accumulated depreciation	3,555,696	3,438,597
Property and equipment, net	$ 2,307,968	$ 2,372,916

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

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6. Line of Credit

The Organization has a $500,000 line of credit with a local bank, which renews annually in December. The line of credit is collateralized by the Organization's business assets with interest at the prime rate plus 1.50% (4.75% at June 30, 2020). There was no outstanding balance at June 30, 2020 and 2019.

7. Net Assets

Net assets were as follows as of June 30:

	2020	2019
Net assets without donor restrictions		
Undesignated	$ 6,490,314	$ 7,460,572
Designated for working capital	2,243,888	519,079
Total	$ 8,734,202	$ 7,979,651
Net assets with donor restrictions for specific purpose		
Healthcare services - temporary in nature	$ 73,909	$ 76,229
Endowment - permanent in nature	29,897	27,878
Total	$ 103,806	$ 104,107

8. Patient Service Revenue

Patient service revenue is as follows:

	2020	2019
Gross charges	$ 9,971,739	$ 10,339,495
Contract 340B pharmacy program revenue	2,984,563	3,400,987
Total gross revenue	12,956,302	13,740,482
Contractual adjustments	(1,483,542)	(1,667,537)
Sliding fee scale discounts	(371,344)	(421,415)
Total patient service revenue	$ 11,101,416	$ 11,651,530

Primary payers representing 10% or more of the Organization's gross patient service revenue are as follows:

	2020	2019
Medicare	**28 %**	28 %
Medicaid	**27 %**	26 %
Blue Cross	**15 %**	17 %
Harvard Pilgrim	**8 %**	8 %

The Organization has agreements with the Centers for Medicare and Medicaid Services. Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

The Organization was a non-principal participant in the National Rural ACO 13 LLC (the ACO) through December 31, 2019. The mission of the ACO was better health for populations, better care for individuals, and lower growth in health care expenditures. As a participant in the ACO, the Organization worked with the ACO, and other ACO participants and providers, to manage and coordinate care for Medicare fee-for-service beneficiaries, and to be accountable for the quality, cost and overall care of its patients. Pursuant to its operating agreement, the ACO distributed shared savings it receives from Medicare in a predetermined ratio to the Organization, as applicable.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. .

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit and contractually obligated payment rates which may be less than the Organization's public fee schedule.

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Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to $489,255 and $506,377 for the years ended June 30, 2020 and 2019, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2020, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

10. Benefit Plans

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that cover substantially all employees. The Organization contributed $257,796 and $222,061 for the years ended June 30, 2020 and 2019, respectively.

The Organization provides health insurance to its employees through a self-insurance plan with a re-insurance arrangement to limit exposure. The Organization estimates and records a liability for claims incurred but not reported for employee health provided through the self-insured plan. The liability is estimated based on prior claims experience and the expected time period from the date such claims are incurred to the date the related claims are submitted and paid.

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11. Lease Commitments

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2021	$ 85,111
2022	90,797
2023	101,168
2024	112,783
2024	60,920
Total	$ 450,779

Rent expense amounted to $124,760 and $109,289 for the years ended June 30, 2020 and 2019, respectively.

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COOS COUNTY FAMILY HEALTH SERVICES, INC.
54 WILLOW STREET – BERLIN, NH 03570
752-3669
BOARD OF DIRECTORS

Patti Stolte, 2023 (2nd)
****PRESIDENT****
Chair, Executive Committee
Chair, Personnel Committee

Kassie Eafrati, 2022 (1st)
****VICE-PRESIDENT****

Aline Boucher, 2023 (5th)
****TREASURER****
Chair, Finance/Development Committee

Pauline Tibbetts, 2023 (2nd)
****SECRETARY****

H. Guyford Stever, Jr., 2022 (4th)
****IMMEDIATE PAST PRESIDENT****

Robert Pelchat, 2023 (7th)

Marge McClellan, 2023 (7th)

Roland Olivier, 2023 (3rd)
Chair, Health Care Reform Committee

David Morin, 2023 (3rd)
Chair, Governance Committee

Claudette Morneau, 2023 (2nd)
Chair, Quality Improvement Committee

Cynthia Desmond, 2022 (1st)
Chair, Corporate Compliance Committee

Gregg Marrer, 2023 (1st)

Alana Scannell, 2023 (1st)

Rebecca Witmon, 2024 (1st)

Holly Sullivan, 2024 (1st)

Magen Moreau

JANET L. CHEVARIE, OB-GYN A.R.N.P.

EDUCATION/CLINICAL	Coos County Family Health Services 54 Willow St. Berlin, N.H. OB-GYN clinics under supervision of Normand Couture, M.D. Donald Kernan, M.D. Sherrill Tracy, M.D. Barbara Kolinsky, P.A. July 1984-July 1985
	University of Penn. School of Nsg. Center for Continuing Education Philadelphia, PA Spring session 1984 Certificate, OB-GYN Nurse Practitioner
	Sacred Heart Hospital School of Nsg. Manchester, N.H. 1968-1971 Diploma in Nursing
HONORS/AWARDS	Sr.M.Virginia Award for Scholastic Excellence 1971 Nurse of the Year Award 1985
EMPLOYMENT/ ACTIVITIES	Coos County Family Health Services Berlin, N.H. Multi-program medical/ social agency providing services to mainly low income population 1980 to present
	Androscoggin Valley Hospital Berlin, N.H. OR/Recovery Unit Intensive Care Unit 1975-1980
	University of Vermont Medical Center Burlington, VT Intensive Care Unit 1973-1974
	Boulder Community Hospital Boulder, CO Medical-Surgical Unit 1971-1973
	Taught Women's Health Issues course for University Systems of N.H. School for Lifelong Learning

Spring 1985 & 1989

Founding member of Concerned Citizens for Education/spear-headed campaign to change city charter re. election of school board members 1993

Involved in task force to obtain ODAP grant in order to have in-house substance abuse counselor available for prenatal clients 1993-94

Member of Provider Recruitment & Retention Committee at CCFHS 1993 to present

PROFESSIONAL ASSOCIATIONS

New Hampshire Nurse Practitioners Assc.

PERSONAL

Date of Birth
Married two children
Leisure interests: Downhill,XC skiing, gardening, outdoor activities, reading

REFERENCES

See application

Heather Beaudry

Education
Master of Science, Nursing, Family Nurse Practitioner (IN PROGRESS – Expected Graduation Date: December 2023)
Rivier University, Nashua, NH
Associate of Science, Nursing (May 2015)
White Mountains Community College, Berlin, NH
High School Diploma (June 2010)
Berlin High School, Berlin, NH

Certificate Courses
AADE DSMES Program and Business Management Certificate (January 2020)
HETI Motivational Interviewing: Advancing the Practice (June 2019)
AADE Diabetes Educator Level 1 Career Path Certificate Program (December 2018)

Licensure and Certification
New Hampshire, Registered Nurse, May 2015
Certified Diabetes Care and Education Specialist, August 2020
Basic Life Support (BLS) Certification

Work Experience
CDCES/Program and Quality Coordinator of Diabetes Self-Management Education and Support Program, Coos County Family Health Services, Berlin, NH (August 2020-Present)

- Provides oversight for planning, implementation and evaluation of the DSME/T Program and ensures the systematic and coordinated day-to-day operations of diabetes educational services at all sites.
- Provides DSME in the clinic and telehealth setting via accredited DSMES program standards.

Registered Nurse, Coos County Family Health Services, Berlin, NH (September 2015-Present)

- Care for a variety of patients with chronic and acute conditions in the clinic and triage setting. Assist provider with tracking important labs, referrals, tests, and orders for chronic disease management.
- Using motivational interviewing skills to provide diabetes education to patients with prediabetes, type 1 diabetes, type 2 diabetes, and gestational diabetes while obtaining hours to become a Certified Diabetes Care and Education Specialist.

Registered Nurse, Northwoods Home Health & Hospice, Lancaster, NH (February 2015-August 2015)

- Cared for a variety of patients while in the home setting. Provided accurate and coordinated care. Continuously communicated with a variety of health care professionals.

Licensed Practical Nurse, Coos County Nursing Home, Berlin, NH (May 2014-February 2015)

- Accurately and consistently provided care for elderly patients. Learned many new things related to the nursing role. Gained knowledge and confidence related to my overall nursing practice.

Bridget Laflamme

PROFESSIONAL EXPERIENCE

Coos County Family Health Services, Berlin, NH: Medical Social Worker (12/15 – Present)
Coos County Family Health Services, Berlin, NH: Community Health Educator (11/6/03 – 12/15)

RESPONSE to Sexual and Domestic Violence, Berlin, NH: Education and Volunteer Coordinator (2002 – 11/5/03)

- Responsible for recruitment, training and support of volunteers
- Schedule volunteer and staff on-call time for crisis line
- Provide community, professional, and school presentations
- Provide direct services to survivors of sexual and/or domestic violence

RESPONSE to Sexual and Domestic Violence, Lancaster, NH: Direct Service Advocate (10/2000 to 2002)

- Responsible for providing direct services to survivors of sexual and/or domestic violence including crisis intervention and court advocacy
- Prepared and facilitated weekly support groups
- Developed local resources for clients including police, legal and judicial professionals

RESPONSE to Sexual and Domestic Violence, Berlin, NH: Domestic Violence Program Specialist (3/1999 to 10/2000)

- Provided education on domestic violence issues to professionals who work with victims, including medical personnel, police departments, school personnel, court and legal personnel, and local social service agencies.
- Enhanced services to domestic violence victims and their families by providing outreach to victims, increasing public awareness of domestic violence issues, and networking with area agencies
- Spent 20 hours a week working with Division for Children, Youth and Families caseworkers and clients providing case consultation, referrals, support, education, training and overall skills building

NFI Davenport School, Jefferson, NH: Residential Supervisor (4/1998 to 12/1998)

- Provided weekly supervision to six counselors
- Supervised youths ages 13-17 in all aspects of their daily schedules, including socialization skills, academic, community and group skills

NFI Davenport School, Jefferson, NH: Counselor (07/1995 to 4/1998)

- Supervised and instructed youths ages 13-17 on socialization, academic, community and group skills
- Utilized counseling skills to facilitate understanding between youths, and encourage self-image
- Encouraged youth to become more responsible for him/herself and to others
- Developed an effective rapport with each student through activities and conversation in an effort to understand his/her behavior, attitudes, needs, and problems

Division of Children, Youth and Families, Conway, NH: Child Protective Intern (10/1994 to 05/1995)

- Worked with New Hampshire Child Protection Workers investigating child abuse and neglect

EDUCATION: Bachelor of Science Human Services-Counseling, Lyndon State College

ANNE HARTMAN

OBJECTIVE: To work in a job which is challenging and offers a chance to help others.

QUALIFICATIONS

I have been working with the public for 23 years. My patience and understanding of the public makes me well suited for the position. The job which I now perform, is a very fast paced and stressful, which I handle very well. I am capable of working well with others and I am also very capable of working on my own. I am also familiar with insurances and insurance posting, researching diagnosis in the ICD 9, and entering office visit charges. My skills also include typing, working with computers and many types of office equipment, and I am also a quick learner. My ability to speak fluent French also helps our elderly clients better understand our services, and makes them feel more comfortable.

EDUCATION

1971-1975 High School Diploma, Berlin High School

EMPLOYMENT

1976-1990 *Assistant Manager, Sears Roebuck and Company*
Overseeing everyday day operation for a catalog order store. Jobs included, teletype orders, daily reports, sales commission reports, bank deposits, work scheduling, ordering office supplies, stocking parts department, unloading and checking in orders, working with cash register, front counter work, selling merchandise.

1991-1992 *Second shift computer operator, Berlin City Bank*
Sorting checks, running daily and month end report from the computer, sorting monthly checking statements.

1992-2001 *Receptionist, Coos County Family Health Services*
Greeting clients, taking appointments, setting up charts, taking financial information, payments, typing, photocopying, helping others when needed, and many other tasks as needed.

2001-2004 *Medical Claims Specialist, Coos County Family Health Services*
Preparing and submitting private insurance claims for primary and secondary insurances, posting and tracking insurance payments, resolving insurance problems. assisting and training employees in various duties, filing, typing, photocopying. replacing the front office staff as needed, work with Healthpro, Healthpro XL. Logician. and Word Perfect programs. and other tasks as needed.

BARBARA A. LEMELIN

OBJECTIVE

To apply 20 years of customer relations to a challenging full time position.

PROFESSIONAL SUMMARY

Approximately 20 years of experience in public relations, merchandising, sales, and supervision. A unique style of managing where self-motivation, decision making, and independence are developed with those around me.

- Public relations-customer service desk. Helping customers with returns, exchanges and complaints, including telephone and personal interaction.
    - Operating registers, assisting customers on the sales floor
- Supervision
    - 10 years as department manager
    - training new employees
    - participated in a chain-wide training manual
    - member of the safety committee
- Front Desk Clerk
    - reserving rooms requested by vacations, business people
    - balancing credit card totals on a daily basis
    - typing bills for corporate charges made on reservations
    - typing various confirmation letters, price quotes, for group reservations
    - entering figures into a lotus program

EMPLOYMENT HISTORY

3/20/00 - Present	Coos County Family Health Services, Receptionist
1997 - 2000	Royalty Inn, 130 Main St., Gorham, NH 03581, Front Desk Clerk
1987 - 1997	Rich's Department Store, Gorham, NH 03581, Department Manager
1986 - 1987	Skee Vue Liquors, Breckenridge, CO 80424, Clerk/Cashier
1985 - 1986	Breckenridge Ski Shop, Colorado, 80424, Department Manager
1976 - 1984	Rich's Department Store, Gorham, NH 03581, Part/Full-time Clerk 1976 - 1979, Department Manager

EDUCATION

New Hampshire Technical College, Berlin, NH 03570, Associates in Mid-Management, May 1977

Plymouth State College, Plymouth, NH Liberal Arts 1974 - 1975

Computer Specialist, Diploma

References Available Upon Request

(Barbara Lemelin) 12/00

Kenneth E. Gordon

WORK EXPERIENCE

CHIEF EXECUTIVE OFFICER: Coos County Family Health Services, Berlin, New Hampshire (2/15 – present)

- Provided administrative and strategic leadership to a Federally Qualified Health Center serving approximately 12,000 patients.
- Work closely with the organization's Board of Directors to establish policy and to monitor performance in the realms of finance, clinical quality, consumer and staff satisfaction.

ADMINISTRATOR: North Country Health Consortium, Littleton, New Hampshire (8/13 – present)

- Provide administrative leadership of the North Country Accountable Care Organization, a newly formed non-profit entity comprised of four community health centers working in collaboration to improve the health and well-being of North Country residents.

EXECUTIVE DIRECTOR: Area Agency on Aging for Northeastern Vermont, St. Johnsbury, Vermont (9/02 – 7/13)

- Provided administrative leadership to a private, non-profit human service agency serving older adults and family caregivers.
- Financial management of the organization's budget.
- Supervision of clinical and administrative staff.

SOCIAL SERVICES COORDINATOR: Caledonia Home Health Care and Hospice, St Johnsbury, Vermont (8/97 - 8/02)

- Provided medical social work to individuals and families receiving home care and hospice services.
- Supervised and coordinated the work of four master's level staff members.
- Provided consultation to medical staff regarding psycho-social issues.
- Participated in discharge planning with other social service and health agencies.

CHILD PROTECTIVE SERVICE WORKER: Vermont Department of Social & Rehabilitation Services, St. Johnsbury, Vermont (5/96 - 8/97)

- Coordinated multidisciplinary treatment teams providing services to families.

- Psychosocial assessment & case planning.
- Care Management (Medicaid reimbursable).
- Individual and family counseling.
- Placement and supervision of children in foster care.
- Preparation of court reports.

ADOPTION SOCIAL WORKER: Vermont Department of Social & Rehabilitation Services, St. Johnsbury & Newport, Vermont (4/90 -9/94)

- Recruitment, training and assessment of adoptive applicants.
- Placement and supervision of abused and neglected children with adoptive families.
- Counseling with birth parents considering the voluntary relinquishment of a child.
- Consultation with casework staff regarding adoption issues.
- Preparation of adoption homes studies and probate court reports.

FOSTER CARE COORDINATOR: Vermont Department of Social & Rehabilitation Services, St. Johnsbury, Vermont (12/86 - 4/90)

- Managed a foster care program serving approximately fifty children.
- Fiscal administration, program planning and evaluation.
- Curriculum development and in-service training.

ASSISTANT DIRECTOR: Upward Bound Project, Lyndon State College (9/85 - 12/86)

- Co-directed a college preparatory program for disadvantaged youth.
- Formulated program goals and evaluated outcomes.
- Co-authored a successful federal grant proposal totaling more than $400.00.
- Training, supervision and evaluation of staff.
- Academic and career counseling.

EDUCATION

MASTERS OF SOCIAL WORK (M.S.W.) May 1996. University of Vermont

- 1st year field internship: Reach Up Program, Vermont Department of Social Welfare
- 2nd year clinical internship: Fletcher Allen Health Care, Inpatient Psychiatric Unit

BACHELOR OF SCIENCE (B.S.) Behavioral Science and Special Education. May, 1984. Lyndon State College, Lyndonville, Vermont

REFERENCES

Available upon request

Gary K. Lamontagne

Career Objective Work in a medium sized company as a Network or Systems Administrator with the opportunity for advancement.

Education

1998-2003 *New Hampshire Community Technical College, Berlin, NH*
Graduated with an Associate's Degree, majoring in Computer Technology. Grade point average: 3.60 of a possible 4.00.

Employment

2003-Present *CCFHS Berlin, NH $33.22/hr*
As a Network and Computer Systems Administrator, my job duties include: Setup and maintain, 25+ servers, 120+ workstations with various Windows operating systems, network printers, the company Intranet, an IP telephone system, and backing up critical data. I have experience in VMware and Microsoft Hyper-V virtualization products, Terminal Servers, thin clients, Unitrends, Mitel IP phone systems, Cisco routers, Cisco switches, and HP switches.

1998-2003 *Wal-Mart Gorham, NH $10.99/hr*
For the 5 years that I was there, I was the Electronics Department manager. Job duties include: With $2 million in sales a year, I had to order and maintain $400,000 of merchandise in the department, plan the layout of my department 120 days ahead of time, supervise 6 associates, some cash handling, assist in scheduling of associates, and customer service.

1995-1998 *Wildcat Mountain, Pinkham's Grant, NH $4.75/hr*
I was a part-time ski instructor 2 days a week while working the other five days at McDonald's. I used this extra money to save up for college, and I like to be able to teach people new skills.

1993-1998 *McDonald's Restaurant, Gorham, NH $7.35/hr*
I started out working minimum wage working in the grill area cooking. I worked hard to be trained in every area of the restaurant and was promoted to management in 1995. I worked as a shift manager for 3 years. Job duties included: ordering product, opening, closing the restaurant, placement of employees during my shift, Safety team manager, counting the safe, and making deposits at the bank.

Personal *Awards*
Was given the Coach's Award for ice hockey, 1999, 2000, 2001, and 2002; David Lamontagne Award for Hockey 2003. Inducted into Phi Theta Kappa (National Honor Society), 2000; Graduated with Honors.

Activities
High School hockey (1 year); High School FBLA (4 years); American Kempo Karate (4 years); Softball (10+ years); College Hockey (4 years)

Interests
Downhill skiing, photography, computers, ice hockey, softball, fishing, hiking, golf, kayaking, and working out.

References

Sally Wheeler, CCFHS, Berlin, NH 03570 (603) 752-2040
Rachel Guay, Wal-Mart, Gorham, NH 03581 (603) 466-4621
Kathy Lemieux, McDonald's, Gorham, NH 03581 (603) 466-2275

VALERIE HAMEL

I am seeking to utilize well-developed leadership, teaching, strategic thinking and communication skills in order to promote patient focused care and to optimize the health and well-being of vulnerable populations.

EXPERIENCE

Chief Operating Officer –Coos County Family Health Services-Berlin NH
June 2021-Present
Responsible for the daily administration and overall activities of clinical services offered at CCFHS in conjunction with Program Coordinators, Supervisor, the Medical Director and the CEO. Provides leadership, overall direction of state and federal programs and management of clinical departments and personnel.

Nurse Manager Coos County Family Health Services – Berlin NH
June 2020 – June 2021
Responsible for the oversight and management of the nursing department at a Community Health Center encompassing three sites. Supervisor to 44 employees. Assists and fills in for the COO when needed. Assisted the COO to create and implement a Covid-19 testing clinic. Currently assisting a community partner, AVH, to implement a Covid-19 Vaccine clinic. Regularly gathers data, performs data analysis, and prepares QI reports. Address employee issues, patient complaints, and completes audits to ensure appropriate and timely patient care.

Director of Nursing Services Marshwood Center - Lewiston, ME
April 2019 to June 2020
Responsible for the oversight and management of a 108 bed nursing facility. Supervisor to 80 employees. Served as the Infection Control Specialist, the facility certified wound care nurse, and the QAPI team leader. Implemented Advantage Wound Care Services to improve wound outcomes.

Staff Development Coordinator Catholic Charities St. Vincent du Paul Nursing Center
October 2018 to April 2019
Responsible for education development, implementation, and tracking for 90 employees. Also managed the wound care program as the only wound certified nurse at the facility. Became certified in infection control and served as the Infection Control Specialist.

Director of Nursing Services Maine Veterans Homes – South Paris ME
November 2015 to September 2018
Responsible for oversight and management of the nursing department for a five star nursing facility which included supervision of approximately 100 employees. Responsible for care and management of 62 dually certified long term care beds. Corporate Design Team Lead for the

continuing development and implementation of the electronic medical records system. Responsible for Performance Improvement and a member of the QAPI committee. Member of the Corporate Staff Stability Committee. Implemented Telepsyche services to improve Antipsychotic Rates. Implemented a Falls Committee to Improve resident fall rates to best practice levels. Implemented a Readmissions Committee to reduce hospital readmissions. Implemented in house wound care services and eye care services. Co-wrote a winning Baldrige Silver application with four other department heads and the administrator.

Per Diem Clinic Nurse Bethel Health Center – Bethel ME
October 2010 – April 2020
Clinic nurse responsible for patient assessment, gathering a variety of lab specimens, and administering medications and treatments as ordered by the medical provider. Rooming and preparing patients for provider visits, accurate and timely documentation.

Staff Development Coordinator Maine Veterans Homes – South Paris, ME
September 2013 to October 2015
Responsible for development, implementation, and tracking of education for all facility staff, approximately 150 staff members. Also responsible for development, implementation and oversight of the facility Infection Control Program and also management of the Workers Compensation Program. Implemented the Relias online education system and also educated and assisted with implementation of the American Data electronic medical records system. Certified in Wound Care and provided hands on care, assessment and consultation to medical providers for residents with wounds

Daytime RN Charge Nurse Maine Veterans Homes – South Paris, ME
2008 to 2013
Responsible for 32 dually certified beds in the nursing facility/ skilled unit. Direct supervisor to 4 employees that included education about patient care, clinical tasks, procedures and equipment use. Active member of the Wound Committee with responsibilities that include compiling weekly data about wounds in the facility and educating staff members about wound documentation, treatment, and prevention.

Nighttime Supervisor Rumford Community Home - Rumford, ME
July 2006 to January 2007
Direct supervisor to 5 employees, responsible for the efficient operation of the entire facility for the duration of the night shift.

RN Staff Nurse Rumford Hospital - Rumford, ME
May 2006 to July 2006
Med Surg Unit nursing responsible for supervision and delegation to CNAs, performed direct patient care and administered medications and treatments as ordered by the medical staff.

Private Duty Nurse – Bethel, ME
2005 to 2006
-Private nursing duties for 5 customers. Serviced clients of all ages and was responsible for medication administration and direct care.

Business Co-Owner Baywood Builders - Augusta, ME
1995 to 2005
Provided residential contracting for private homes. Responsibilities included payroll, bookkeeping and tax preparation, OSHA safety compliance, warehouse management and inventory, assisting with sales, scheduling and supervising subcontractors, arranging for code inspections and obtaining building permits.

EDUCATION

Certification in Wound Care
Wound Education Institute - Portland, ME 2014
BSN in Nursing
University of Maine Fort Kent - Fort Kent, ME 2012
BA in Psychology
University of Southern Maine - Portland, ME 2008
AD in Nursing
White Mountain Community College – Berlin NH 2002
Certification in Field Medic Emergency Medicine
United States Academy of Medicine Fort Sam Houston Antonio TX - San Antonio, TX 1993
High school
Monmouth Academy - Monmouth, ME 1990

AWARDS

Coos County Family Health Services
Newbie of the Year 2020
Covid Crusader 2020

Maine Veterans Homes
Employee Wellness Award 2018
Employee of the Month Jan 2014
Employee of the Month September 2008

BETH T. LORDEN

EDUCATION: Bachelors Degree in Accounting, received 9/80 from NH College
Manchester, NH (now known as Southern New Hampshire University)

Requires a position which fully utilizes my Bachelors Degree in Accounting and years of experience

EXPERIENCE:

3/2004 – Present	Coos County Family Health Services, Inc., Berlin, NH – Bookkeeper, Senior Responsible for the daily tasks involved with processing of Payroll, Accounts Payable and posting of Accounts Receivable. I post general journal entries and complete the monthly financial reports for funding sources.
6/2003-3/2004	Androscoggin Valley Hospital, Berlin, NH – Administrative Secretary – Provided administrative support for Vice President of Nursing, Education Director and Director of Administrative Services. Duties included updating the Nurses Policy and Procedures Manual; taking and transcribing minutes of meetings; answering phone and maintaining appointment book for the Vice-President of Nursing; additional responsibilities as assigned by supervisor.
8/84-10/02	Tri-County Community Action Program, Inc./Derby's Lodge, Berlin, NH – Financial Manager - Maintained Accounts Receivable/Payable and general ledger. Reconciled the Bank Statement and compiled monthly reports through Balance Sheet, including Income and Expense Summaries and budget comparisons. I processed the monthly reimbursement requests to Federal and State Funding sources.

New Hampshire Department of Health and Human Services
Division of Public Health Services

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Coos County Family Health Services, Inc.

Name of RFP: Family Planning

Budget Period: July 1, 2021- December 31, 2021

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site*
Example:							
Prenatal Coordinator	Sandra Little	$21.00	40	$21,840	$21,840	$43,680	
Nurse Practitioner	Janet Chevarie	$52.00	14	$12,993.00	$5,935.00	$18,928.00	
RN	Heather Beaudry	$38.04	18	$6,991.00	$10,811.72	$17,802.72	
Community Educator	Bridget Laflamme	$26.46	12	$2,952.00	$5,303.52	$8,255.52	
Billing	Anne Hartman	$23.27	2.5	$0.00	$1,512.55	$1,512.55	
Front Office	Barbara Lemelin	$20.81	2.5	$0.00	$1,352.65	$1,352.65	
CEO	Ken Gordon	$79.76	0.25	$0.00	$518.44	$518.44	
MIS Network Admin	Gary Lamontagne	$33.22	1	$0.00	$863.72	$863.72	
COO	Valarie Hamel	$51.30	1	$1,276.00	$57.80	$1,333.80	
Bookkeeper	Beth Lorden	$24.03	1	$492.00	$132.78	$624.78	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
Total Salaries by Source				$24,704.00	$26,488.18	$51,192.18	

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

New Hampshire Department of Health and Human Services
Division of Public Health Services

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Coos County Family Health Services, Inc.

Name of RFP: TANF- Family Planning

Budget Period: July 1, 2021 - December 31, 2021

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site*
Example:							
Prenatal Coordinator	Sandra Little	$21.00	40	$21,840	$21,840	$43,680	
						$0.00	
Community Educator	Bridget Laflamme	$24.46	12	$4,861.00	$2,770.52	$7,631.52	
Total Salaries by Source				$4,861.00	$2,770.52	$7,631.52	

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
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June 28, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend existing contracts with the vendors listed in bold below for family planning services, by decreasing the total price limitation by $18,615 from $6,740,866 to $6,722,251 with no change to the contract completion dates of June 30, 2021 effective upon Governor and Council approval. 100% General Funds.

The original contracts and subsequent amendments were approved by Governor and Council as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Amoskeag Health	**157274 -B001**	**Manchester, NH**	**$530,172**	**($556)**	**$529,616**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Community Action Program – Belknap Merrimack Counties, Inc.	177203 -B003	Concord, NH	$773,790	$0	$773,790	O: 11/08/2017 Item #21A A01: 8/14/2018
Concord Hospital, Inc. Family Health Center	**177653 -B011**	**Concord, NH**	**$518,196**	**($453)**	**$517,743**	**O: 11/08/2017 Item #21A A01: 8/14/2018 A02: 06/19/19 Item #78F A03: 12/18/19 Item #16**
Coos County Family Health	**155327 -B001**	**Berlin, NH**	**$314,540**	**($1,052)**	**$313,488**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**

Equality Health Center	**257562 -B001**	**Concord, NH**	**$359,600**	**($619)**	**$358,981**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Joan G. Lovering Health Center	**175132 -R001**	**Greenland, NH**	**$445,792**	**($102)**	**$445,690**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Lamprey Health Care	**177677 -R001**	**Nashua, NH**	**$925,204**	**($2,276)**	**$922,928**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Mascoma Community Health Care, Inc.	283136 -B001	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177628 -R002**	**Colchester, VT**	**$2,296,000**	**($13,557)**	**$2,282,443**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
White Mountain Community Health Center	174170 -R001	Conway, NH	$377,572	$0	$377,572	O: 11/08/2017 Item #21A A01: 06/26/19 Late Item #A
		Total:	**$6,740,866**	**($18,615)**	**$6,722,251**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to reduce funding for contractors funded through the family planning program in order to allow the Department to fund the Family Planning Program database.

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse. Approximately 14,000 individuals will be served from July 1, 2020 to June 30, 2021.

The Family Planning Program database is essential to programmatic activities, performance, and required for program evaluation. In the past, the database was funded solely through federal funds. However, federal regulations do not allow the use of federal funds for this database.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other clinical services including breast and cervical cancer screenings. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The Department will continue monitoring contracted services using the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the Department will be unable to fund the Family Planning Program database, which is essential to programmatic activities, performance, and required program evaluation. Without the Family Planning Program database, the program will not be in federal compliance with the Office of Population Affairs Title X program requirements, which could result in program would losing federal funding.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2020	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
2021	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2021	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
			Subtotal:	*$592,534*	*$0*	*$592,534*

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% Federal Funds

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$193,034*	$0	*$193,034*

[redacted]

Family Planning Fiscal Details

Coos County Family Health Center — Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$132,548*	*$0*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$156,800*	*$0*	*$156,800*

Joan G. Lovering Health Care — Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$199,896*	*$0*	*$199,896*

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$403,164*	*$0*	*$403,164*

Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$219,850	$0	$219,850

Mascoma Community Health Center			Vendor ID #283136-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$154,764	$0	$154,764

AU 5530 TOTALS:	$2,385,022	$0	$2,385,022

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% General Funds

Concord Hospital			Vendor ID #177653-B011			PO 1059188
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$96,517	$0	$96,517
2021	102-500731	Contracts for Program Services	90080208	$96,517	($453)	$96,064
			Subtotal:	*$193,034*	*($453)*	*$192,581*

Coos County Family Health Center			Vendor ID #155327-B001			PO 1069366
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$66,274	$0	$66,274
2021	102-500731	Contracts for Program Services	90080208	$66,274	($1,052)	$65,222
			Subtotal:	*$132,548*	*($1,052)*	*$131,496*

Family Planning Fiscal Details

Equality Health Center				Vendor ID #257562-B001		PO 1069192
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$78,400	$0	$78,400
2021	102-500731	Contracts for Program Services	90080208	$78,400	($619)	$77,781
			Subtotal:	*$156,800*	*($619)*	*$156,181*
Joan G. Lovering Health Care				Vendor ID #175132-R001		PO 1069193
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$99,948	$0	$99,948
2021	102-500731	Contracts for Program Services	90080208	$99,948	($102)	$99,846
			Subtotal:	$199,896	($102)	$199,794
Lamprey Health Care				Vendor ID #177677-R001		PO 1069349
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$201,582	$0	$201,582
2021	102-500731	Contracts for Program Services	90080208	$201,582	($2,276)	$199,306
			Subtotal:	*$403,164*	*($2,276)*	*$400,888*
Amoskeag Health		Vendor ID #157274-B001				PO 1069352
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$109,925	$0	$109,925
2021	102-500731	Contracts for Program Services	90080208	$109,925	($556)	$109,369
			Subtotal:	*$219,850*	*($556)*	*$219,294*
Planned Parenthood of Northern New England			-	Vendor ID #177628-R002		
100% General Funds						PO 1069194
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$874,000	$0	$874,000
2021	102-500731	Contracts for Program Services	90080208	$874,000	($13,557)	$860,443
			Subtotal:	*$2,296,000*	*($13,557)*	*$2,282,443*
			AU 5530 TOTALS:	$3,601,292	($18,615)	$3,582,677

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF
TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY
ASSISTANCE TO NEEDY FAMILIES
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds
FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500

2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care		Vendor ID #177677-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center		Vendor ID #283136-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center		Vendor ID #174170-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6146 TOTAL:	$754,552	$0	$754,552
			Totals	$6,740,866	($18,615)	$6,722,251

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Family Planning Services

This 3rd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Coos County Family Health Center, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 54 Willow Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), as amended on June 19, 2019, (Late Item #78), and as amended on December 18, 2019, (Item # 16), 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, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $313,488.

2. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Exhibit B-2, Exhibit B-3, Exhibit B-4, B-5, Budget Amendment #2, Exhibit B-6, Budget Amendment #3, Exhibit B-7, Budget Amendment #2, and Exhibit B-8, Budget Amendment #2.

3. Modify Exhibit B-6, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021 by replacing in its entirety with Exhibit B-6, Amendment #3 Budget Family Planning Funds, State Fiscal Year 2021, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. 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

5/27/2020
Date

Name: Christine Tappan
Title: Associate Commissioner

Coos County Family Health Services

5/27/2020
Date

Name:
Title:

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/6/20
Date

/s/Christan Lavers
Name:
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit B-4, Budget Family Planning Funds Amendment #3

New Hampshire Department of Health and Human Services

Contractor name: Coos County Family Health Services, Inc.

Budget Request for: Family Planning Services

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS Contract Share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 81,955.00	$ -	$ 81,955.00	$ 32,799.00	$ -	$ 32,799.00	$ 49,156.00	$ -	$ 49,156.00
2. Employee Benefits	$ 26,226.00	$ -	$ 26,226.00	$ 10,160.00	$ -	$ 10,160.00	$ 16,066.00	$ -	$ 16,066.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Repair and Maintenance	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,600.00	$ -	$ 1,600.00	$ 1,600.00	$ -	$ 1,600.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 27,000.00	$ -	$ 27,000.00	$ 27,000.00	$ -	$ 27,000.00	$ -	$ -	$ -
Office	$ 1,400.00	$ -	$ 1,400.00	$ 1,400.00	$ -	$ 1,400.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 9,000.00	$ -	$ 9,000.00	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Postage	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
Subscriptions	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 2,850.00	$ -	$ 2,850.00	$ 2,850.00	$ -	$ 2,850.00	$ -	$ -	$ -
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 157,531.00	$ -	$ 157,531.00	$ 92,309.00	$ -	$ 92,309.00	$ 65,222.00	$ -	$ 65,222.00

Indirect As A Percent of Direct 0.0%

Contractor Initials: KG
Date: 5/28/2020

DEC05'19 PM 2:26 DAS

16 mar

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 3, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **retroactively** amend an existing agreement with the vendors listed below in **bold**, to provide Family Planning Services, by increasing the price limitation by $1,200,000 from $5,540,866 to $6,740,866, effective July 1, 2019, with no change to the completion date of June 30, 2021, upon Governor and Executive Council approval. 100% General Funds.

Seven (7) of the ten (10) vendors, which includes Planned Parenthood of Northern New England (PPNNE), have attested to their inability to participate in the Title X program as recent federal regulations inhibit their ability to provide a full range of family planning services. Six (6) vendors do not see an increase in their overall budget as General Funds will backfill their existing budgets. PPNNE will receive additional General Funds to restore their federal Title X award to allow them to continue to provide comprehensive family planning services.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Decrease Amount – Federal Funds	Increased Amount- General Funds	Revised Modified Budget	G&C Approval
Amoskeag Health	**157274-B001**	**Manchester, NH**	**$530,172**	**($105,894)**	**$105,894**	**$530,172**	**O: 11/08/2017 A01: 06/19/19 Item #78F**
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	$773,790	$0	$0	$773,790	O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$518,196**	**($92,978)**	**$92,978**	**$518,196**	**O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A**
Coos County Family Health	**155327-B001**	**Berlin, NH**	**$314,540**	**($63,844)**	**$63,844**	**$314,540**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Equality Health Center	**257562-B001**	**Concord, NH**	**$359,600**	**($75,524)**	**$75,524**	**$359,600**	**O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$445,792**	**($96,282)**	**$96,282**	**$445,792**	**O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A**
Lamprey Health Care	**177677-R001**	**Nashua, NH**	**$925,204**	**($194,190)**	**$194,190**	**$925,204**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Mascoma Community Health Care, Inc.	283136-B001	Canaan, NH	$200,000	$0	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177528-R002**	**Colchester, VT**	**$1,096,000**	**$0**	**$1,200,000**	**$2,296,000**	**O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A**
White Mountain Community Health Center	174170-R001	Conway, NH	$377,572	$0	$0	$377,572	O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A
		Total	**$5,540,866**	**($628,712)**	**$1,828,712**	**$6,740,866**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **retroactive** because funds anticipated to be available in Fiscal Year 2020 were not yet appropriated in the operating budget due to the continuing resolution; funds became available on September 25, 2019.

The purpose of this request is to implement section 902010-5530 of HB3. These general funds will supplant federal Title X funding allowing the New Hampshire Family Planning Program (NHFPP) to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations.

The funding change is due to changes in federal regulation of the Title X program. Seven of the ten Title X agencies have attested that they will no longer participate in the Title X program (as of July 1, 2019) as the federal rule change limits their ability to provide a full range of family planning services including limiting their ability to refer patients for abortion services. Two agencies have attested that they will continue to provide services under Title X. One agency, Mascoma Community Health Care has notified DHHS that they will no longer participate in the NH family planning program as of July 1, 2019. In accordance with HB3, this contract utilizes general funds to replace federal funds. Other than NH DHHS, the only agency that contracted directly with the federal gov't for Title X funding was PPNNE (PPNNE does not receive federal funds through DHHS). As PPNNE is no longer accepting Title X federal funds, PPNNE will receive additional general funds of $1.2M in accordance with HB3.

Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. Through this contract, the New Hampshire Family Planning Program is partnering with health centers in both rural and urban settings to ensure that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State, as there is no other system for affordable, comprehensive reproductive health care services.

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities, which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 100% General Funds.

In the event that the Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2020	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
2021	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2021	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
			Subtotal:	*$592,534*	*$0*	*$592,534*

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% Federal Funds

Concord Hospital Vendor ID #177653-B011

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
2021	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
			Subtotal:	*$286,012*	*($92,978)*	*$193,034*

Coos County Family Health Center — Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
2021	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
			Subtotal:	*$196,392*	*($63,844)*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
2021	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
			Subtotal:	*$232,324*	*($75,524)*	*$156,800*

Family Planning Fiscal Details

Joan G. Lovering Health Care — Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
2021	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
			Subtotal:	*$296,178*	*($96,282)*	*$199,896*

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
2021	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
			Subtotal:	*$597,354*	*($194,190)*	*$403,164*

Amoskeag Health — Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
2021	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
			Subtotal:	$325,744	($105,894)	$219,850

Mascoma Community Health Center — Vendor ID #283136-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$164,764	$0	$164,764

AU 5530 TOTALS:	$3,013,734	($628,712)	$2,385,022

[redacted]

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% General Funds

[redacted]

Concord Hospital — Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
2021	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
			Subtotal:	*$100,056*	*$92,978*	*$193,034*

[redacted]

Coos County Family Health Center — Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
2021	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
			Subtotal:	*$68,704*	*$63,844*	*$132,548*

[redacted]

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
2021	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
			Subtotal:	*$81,276*	*$75,524*	*$156,800*
Joan G. Lovering Health Care			Vendor ID #175132-R001			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
2021	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
			Subtotal:	$103,614	$96,282	$199,896
Lamprey Health Care			Vendor ID #177677-R001			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
2021	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
			Subtotal:	*$208,974*	*$194,190*	*$403,164*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
2021	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
			Subtotal:	*$113,956*	*$105,894*	*$219,850*
Planned Parenthood of Northern New England			Vendor ID #177528-R002			

Family Planning Fiscal Details

100% General Funds						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
2021	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
			Subtotal:	*$1,096,000*	*$1,200,000*	*$2,296,000*
			AU 5530 TOTALS:	$1,772,580	$1,828,712	$3,601,292
05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTA						
TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY						
ASSISTANCE TO NEEDY FAMILIES						
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds						
FUNDER: US DHHS Administration for Children and Families						
Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*
Concord Hospital Vendor ID #177653-B011						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*
Coos County Family Health Center Vendor ID #155327-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*
Equality Health Center Vendor ID #257662-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Joan G. Lovering Health Care		**Vendor ID #175132-R001**				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care		**Vendor ID #177677-R001**				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health		**Vendor ID #157274-B001**				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center		**Vendor ID #283136-B001**				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center		**Vendor ID #174170-R001**				

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6146 TOTAL:	$754,552	$0	$754,552
			Totals	**$5,540,866**	**$1,200,000**	**$6,740,866**

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Services Contract

This 2nd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #2) is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Coos County Family Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 54 Willow Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A) and as amended by the Department on June 26, 2019 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the price limitation and the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $314,540

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.

3. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Family Planning Clinical Services Guidelines.

4. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement

5. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #2, NH Family Planning Workplan

6. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions.

7. Delete Attachment E, NH Title X Family Planning Program Data Elements, in its entirety and replace with Attachment E, Amendment #2, NH Family Planning Program Data Elements.

8. Delete Exhibit F, Title X Reporting Calendar and replace with Exhibit B, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.

9. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B,

Amendment #2, Method and Conditions Precedent to Payment.

10. Add Exhibit B-5, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2020
11. Add Exhibit B-6, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021
12. Add Exhibit B-7, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2020
13. Add Exhibit B-8, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2021
14. Add Exhibit K, DHHS Information Security Requirements

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

11/14/19
Date

Name: Lisa Morris
Title: Director

Coos County Family Health Services

11/13/19
Date

Name:
Title:

Acknowledgement of Contractor's signature:

State of NH, County of Coos on October 31, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Linda Blanchette, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: LINDA BLANCHETTE, Notary Public
My Commission Expires August 8, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/26/19
Date

Name: CATHERINE PINOS
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who

are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eight hundred (800) users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.6. Clinical Services – Requirements:

4.6.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.6.2. The Contractor has elected not to accept Title X funding for the performance of these services. In the event Contractor elects to accept Title X funding in the future, Contractor agrees to fully comply with Title X regulations and that this Agreement be amended accordingly.

4.6.3. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.6.4. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff providing services under this contract must also sign prior to providing direct care and/or education.

4.6.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.6.6. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

4.7. STD and HIV Counseling and Testing – Requirements:

4.7.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC *Sexually Transmitted Diseases Treatment Guidelines* and any updates.

4.7.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.7.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.8. Health Education Materials:

4.8.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release. Examples of material topics include:

4.8.1.1. Sexually Transmitted Diseases (STD)

4.8.1.2. Contraceptive methods

4.8.1.3. Pre-conception care

4.8.1.4. Achieving pregnancy/infertility

4.8.1.5. Adolescent reproductive health

4.8.1.6. Sexual violence

4.8.1.7. Abstinence

4.8.1.8. Pap tests/cancer screenings

4.8.1.9. Substance abuse services

4.8.1.10. Mental health

4.8.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.8.3. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

4.8.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support only outreach and promotional activities.

4.9. Sterilization Services:

4.9.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements.

4.10. Confidentiality:

4.10.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be

necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with State and Federal laws.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, using the Departments template (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.5.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general demographic and clinical data (see Attachment D,), utilizing the data system currently in use by the NH FPP.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1801NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-5, Budget Amendment #2, Exhibit B-6, Budget Amendment #2, Exhibit B-7, Budget Amendment #2, and Exhibit B-8, Budget Amendment #2.
   - 4.2. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
   - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
   - 4.5. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-4 - Amendment #2 Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Coos County Family Health Services, Inc.

Budget Request for: Family Planning Services

Budget Period: July 1, [illegible] - June [illegible]

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	$ 80,353.00	$ -	$ 80,353.00	$ 30,145.00	$ -	$ 30,145.00	$ 50,208.00	$ -	$ 50,208.00
2. Employee Benefits	$ 25,713.00	$ -	$ 25,713.00	$ 8,647.00	$ -	$ 8,647.00	$ 16,066.00	$ -	$ 16,066.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Repair and Maintenance	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 27,000.00	$ -	$ 27,000.00	$ 27,000.00	$ -	$ 27,000.00	$ -	$ -	$ -
Office	$ 1,400.00	$ -	$ 1,400.00	$ 1,400.00	$ -	$ 1,400.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 8,000.00	$ -	$ 8,000.00	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Postage	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
Subscriptions	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 2,850.00	$ -	$ 2,850.00	$ 2,850.00	$ -	$ 2,850.00	$ -	$ -	$ -
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 155,416.00	$ -	$ 155,416.00	$ 89,142.00	$ -	$ 89,142.00	$ 66,274.00	$ -	$ 66,274.00

Indirect As A Percent of Direct 0.0%

Contractor Initials KG
Date 10/3/19

Exhibit B-4 - Amendment #2 Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Coos County Family Health Services, Inc.

Budget Request for: Family Planning Services

Budget Period: July 1, 2020 - June 30, 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 81,953.00	$ -	$ 81,953.00	$ 31,747.00	$ -	$ 31,747.00	$ 50,206.00	$ -	$ 50,206.00
2. Employee Benefits	$ 29,229.00	$ -	$ 29,229.00	$ 10,100.00	$ -	$ 10,100.00	$ 19,096.00	$ -	$ 19,096.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Repair and Maintenance	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 27,000.00	$ -	$ 27,000.00	$ 27,000.00	$ -	$ 27,000.00	$ -	$ -	$ -
Office	$ 1,400.00	$ -	$ 1,400.00	$ 1,400.00	$ -	$ 1,400.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 8,000.00	$ -	$ 8,000.00	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Postage	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
Subscriptions	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 2,850.00	$ -	$ 2,850.00	$ 2,850.00	$ -	$ 2,850.00	$ -	$ -	$ -
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 157,531.00	$ -	$ 157,531.00	$ 91,257.00	$ -	$ 91,257.00	$ 66,274.00	$ -	$ 66,274.00

Indirect As A Percent of Direct

0%

Contractor Initials KG
Date 6/5/19

Exhibit B-7 - Amendment #2 Budget
TANF

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Coos County Family Health Services, Inc.

Budget Request for: TANF - Family Planning Services

Budget Period: July 1, 2018 - June 30, 2020

[illegible]	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 16,031.00	$ -	$ 16,031.00	$ 6,909.00	$ -	$ 6,909.00	$ 9,365.00	$ -	$ 9,365.00
2. Employee Benefits	$ 5,129.00	$ -	$ 5,129.00	$ 2,133.00	$ -	$ 2,133.00	$ 2,995.00	$ -	$ 2,995.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 21,160.00	$ -	$ 21,160.00	$ 8,799.00	$ -	$ 8,799.00	$ 12,361.00	$ -	$ 12,361.00

Indirect As A Percent of Direct: 0.0%

Contractor Initials: KG
Date: 10/29/19

Exhibit B-4 - Amendment #2 Budget
TAPP

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Coos County Family Health Services, Inc.

Budget Request for: TAPP- Family Planning Services

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 16,347.00	$ -	$ 16,347.00	$ 8,984.00	$ -	$ 8,984.00	$ 9,363.00	$ -	$ 9,363.00
2. Employee Benefits	$ 5,231.00	$ -	$ 5,231.00	$ 2,775.00	$ -	$ 2,775.00	$ 2,693.00	$ -	$ 2,693.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 21,580.00	$ -	$ 21,580.00	$ 9,319.00	$ -	$ 9,319.00	$ 12,361.00	$ -	$ 12,361.00

Indirect As A Percent of Direct: 0.0%

Contractor Initials KG
Date 10/3/19

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health & Human Services
Bureau of Population Health and Community Services
Maternal & Child Health Section
Family Planning Program

Family Planning Clinical Services Guidelines, SFY 20

These guidelines detail the minimum required clinical services for Family Planning sub-recipients. The guidelines are designed to outline clinical expectations for the NH Family Planning Program within the NH Department of Health & Human Services (NH DHHS).

Each delegate is expected to use these guidelines as minimum expectations for clinical services; the document does not preclude a sub-recipient from providing a broader scope of services. If a sub-recipient chooses to develop full medical protocols, these guidelines will form the foundation reference. Individual guidelines may be quite acceptable with an evidence base. A sub-recipient may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited. Sub-recipients are expected to provide both contraceptive and preventative health services.

All MDs, APRNs, PAs, nurses, and any other staff member who provides direct care and/or education to clients *must* sign these guidelines. Individual staff signatures indicate their agreement to follow these guidelines.

Approved: _____ Date: _____
Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved: _____ Date: _____
Dr. Amy Paris, MD, MS.
NH Family Planning Medical Consultant

{Insert Sub-Recipient Name} agrees to follow these guidelines effective {Insert Date} as minimum required clinical services for family planning.

Sub-Recipient Agency Name:
Coos Co. Family Health Services

Sub-Recipient Authorizing Signature:

Contractor Initials _____
Date 6/3/19

Name/Title (Please Type Name/Title)	Signature	Date

Contractor Initials KG

Date 10/31/19

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**
   The standard package of services includes:
   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services: provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral. *These services must be provided at the client's request.*
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for family planning clients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

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- **Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

  U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

  CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecos.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

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6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history
    For women:
        - Menstrual history
        - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
        - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
        - Allergies
        - Recent delivery, miscarriage, or termination
        - Any relevant infectious or chronic health conditions

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- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
- Practices: types of sexual activity the client engages in.
- Pregnancy Prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:
- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

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b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):**

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

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pregnancy outcomes and should be optimally managed before pregnancy.
  - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
      - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

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1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by the NH Family Planning Program that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

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If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

All sub-recipients must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
    - **CDC MEC and SPR are available as a mobile app:** https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
    - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152,* September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

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- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

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- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
    - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy. CDC. https://www.cdc.gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH: https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

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Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
    - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52–58
    - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

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- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

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New Hampshire Family Planning
Information and Education (I&E)
Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to family planning clients. In addition, sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Coos Co. Family Health (SHCC) — Agency Name

10/31/19 — Date

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NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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AGENCY NAME:_____
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:
1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome
1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:
1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome
1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Contractor Initials KG
Date 11/31/19

Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

Contractor Initials KG

Date 6/11/19

Objective #4: By August 31, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors policy for review and approval within 30 days of Governor and Council Approval.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Contractor Initials KG
Date 10/31/19

Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. Each objective should be **Specific, Measurable, Achievable, Realistic, and Time-phased** (SMART). Each objective must be related and contribute directly to the accomplishment of a stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. *Note:* Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether the planned activities were effective or not (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

Contractor Initials KG
Date 10/31/19

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement

Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate.
Care Management Team	2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data)
	3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate.
Clinical Teams	4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc.
Behavioral Health and LCSW staff	5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops.
SWAP materials and SWAP	6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
Self-Management Programs and Tools	1. Director of Quality will analyze data semi-annually to evaluate performance.
	2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
Care Management Team	
EHR	3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization
	2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.
Access to local Hospital data	

Contractor Initials KG
Date 10/31/17

Agency Name: [redacted] **Name of Person Completing Work Plan:** [redacted]

Program Goal # 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
○	○
	EVALUATION ACTIVITIES
	○

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

Revised Work Plan Attached (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials KG
Date 10/31/19

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES

Contractor Initials / Ka
Date: 10/31/19

	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

Contractor Initials KG
Date 10/31/19

INPUT/RESOURCES	PLANNED ACTIVITIES
▪	▪
	EVALUATION ACTIVITIES
	▪

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▪	▪
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

Contractor Initials KG
Date 10/31/19

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
○	○
	EVALUATION ACTIVITIES
	○

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials KG
Date 10/31/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Program Goal #2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Project Objective #1:

Contractor Initials KG
Date 10/31/19

INPUT/RESOURCES	PLANNED ACTIVITIES
[redacted]	[redacted]
	EVALUATION ACTIVITIES
	[redacted]

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
[redacted]	[redacted]
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials: KG
Date 10/31/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials KG
Date 10/31/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials _____
Date 10/31/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials KG
Date 10/31/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials KG
Date 10/31/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021
Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Contractor Initials KG
Date 10/31/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021
Attachment - D- Amendment # 2

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Contractor Initials KG
Date 10/31/19

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of NH Family Planning Program policies, practices and guidelines.

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials K.

Date 10/31/19

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

Contractor Initials KG

Date 10/31/19

78F mac

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 10, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $884,958 from $2,915,402 to $3,800,360 and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	**155327-B001**	**Berlin, NH**	**$157,270**	**$157,270**	**$314,540**	**O: 11/08/2017 Item #21A**
Lamprey Health Care	**177677-R001**	**Nashua, NH**	**$462,602**	**$462,602**	**$925,204**	**O: 11/08/2017 Item #21A**
Manchester Community Health Center	**157274-B001**	**Manchester, NH**	**$265,086**	**$265,086**	**$530,172**	**O: 11/08/2017 Item #21A**
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	$431,864	$0	$0	O: 11/08/2017 Item #21A A01: 08/14/2018
Concord Hospital, Inc. Family Health	177653-B011	Concord, NH	$259,098	$0	$0	O: 11/08/2017 Item #21A A01: 08/14/2018

Center						
Equality Health Center	257562-B001	Concord, NH	$179,800	$0	$0	O: 11/08/2017 Item #21A
Joan G. Lovering Health Center	175132-R001	Greenland, NH	$222,896	$0	$0	O: 11/08/2017 Item #21A
Planned Parenthood of Northern New England	177528-R002	Portland, ME	$548,000	$0	$0	O: 11/08/2017 Item #21A
White Mountain Community Health Center	174170-R001	Conway, NH	$188,786	$0	$0	O: 11/08/2017 Item #21A
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$0	O: 11/08/2017
[redacted]		**Total**	**$2,915,402**	**$884,958**	**$3,800,360**	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere

in the State as there is no other system for affordable, comprehensive reproductive health care services.

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings, and confidential teen health services. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

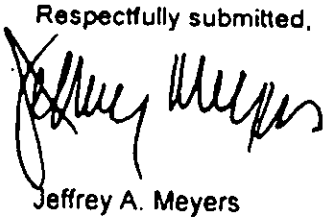
Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General
Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased / (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$341,236	$0	$341,236

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$193,034	$0	$193,034

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206		$31,922	$31,922
2020	102-500731	Contracts for Program Services	90080207		$34,352	$34,352
2021	102-500731	Contracts for Program Services	90080206		$31,922	$31,922
2021	102-500731	Contracts for Program Services	90080207		$34,352	$34,352
			Subtotal:	$132,548	$132,548	$265,096

Equality Health Center

Vendor ID #257662-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$156,800	$0	$156,800

Joan G. Lovering Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$199,896	$0	$199,896

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206		$97,095	$97,095
2020	102-500731	Contracts for Program Services	90080207		$104,487	$104,487
2021	102-500731	Contracts for Program Services	90080206		$97,095	$97,095
2021	102-500731	Contracts for Program Services	90080207		$104,487	$104,487
			Subtotal:	$403,164	$403,164	$806,328

Manchester Community Health Center Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206		$52,947	$52,947
2020	102-500731	Contracts for Program Services	90080207		$56,978	$56,978
2021	102-500731	Contracts for Program Services	90080206		$52,947	$52,947
2021	102-500731	Contracts for Program Services	90080207		$56,978	$56,978
			Subtotal:	$219,850	$219,850	$439,700

White Mountain Community Health Center — Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$168,216	$0	$168,216

Planned Parenthood of Northern New England — Vendor ID #177528-R002
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080213		$0	$0
2021	102-500731	Contracts for Program Services	90080213		$0	$0
			Subtotal:	$548,000	$0	$548,000
			AU 5530 TOTALS:	$2,360,744	$755,562	$3,116,306

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558 FAIN# 1601NHTANF 100% Federal Funds

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$90,628	$0	$90,628

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$66,064	$0	$66,064

Coos County Family Health Center Vendor ID #166327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203		$12,361	$12,361
2021	502-500891	Payment for Providers	45030203		$12,361	$12,361
			Subtotal:	$24,722	$24,722	$49,444

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$23,000	$0	$23,000

Joan G. Lovering Health Care Vendor ID #176132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$23,000	$0	$23,000

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203		$29,719	$29,719
2021	502-500891	Payment for Providers	45030203		$29,719	$29,719
			Subtotal:	$59,438	$59,438	$118,876

Manchester Community Health Center Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203		$22,618	$22,618
2021	502-500891	Payment for Providers	45030203		$22,618	$22,618
			Subtotal:	$45,236	$45,236	$90,472

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$22,570	$0	$22,570
			AU 8146 TOTAL:	$354,658	$129,396	$484,054
			TOTALS:	$2,715,402	$884,958	$3,600,360

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Coos County Family Health, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 54 Willow Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $314,540

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace

with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/6/19
Date

Name: Lisa Morris
Title: Director

Coos County Family Health

5/31/19
Date

Name:
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Coos on 5/31/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Linda Blanchette, Executive Assistant
Name and Title of Notary or Justice of the Peace

My Commission Expires: LINDA BLANCHETTE, Notary Public
My Commission Expires August 8, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/6/2019
Date

Name: Lisa M. English
Title: Special Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eight hundred (800) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.6.5. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. **To provide access to a broad range of acceptable and effective family planning methods** and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

   - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):** http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf

   - **With supporting guidelines from:**
     US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

     U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

     CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecs.htm

     CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html
Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force:
http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

American Society of Colposcopy and Cervical Pathology (ASCCP)

Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

   The standard package of services includes:
   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**

- Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.
- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history

- Contraceptive use including condom use
- Allergies
- Recent intercourse
- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:
- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:
- Method effectiveness

- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. <u>Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):</u>

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.
   a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
      - Prenatal care and delivery
      - Infant care, foster care, or adoption
      - Pregnancy termination
   b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

C. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan

c) Sexual health assessment screening
d) Other screening services that include:
- Obtain medical history
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

2. For Men:
a) Discussion of reproductive life plan
b) Sexual health assessment screening
c) Other screening services that include:
- Obtain medical history
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
- Screen for obesity by obtaining height, weight, & BMI
- Screen for hypertension by obtaining BP
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
a) Discuss client's reproductive life plan
b) Obtain medical history
c) Obtain sexual health assessment
d) Check immunization status

2. Screen client for STDs

a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
b) Provide additional STD testing as indicated
c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

1. Medical History
2. Cervical Cytology
3. Clinical Breast Examination or discussion
4. Mammography
5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.
  - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore.
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
- American Cancer Society. http://www.cancer.org/.
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.

- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.

- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling* 1-800-762-2264 or through the Bookstore on the ACOG Web site: http://www.acog.org/Resources_And_Publications.

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm

- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299

- U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/

- Managing Contraceptive Pill Patients, Richard P. Dickey.

- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.

- American Medical Association, Information Center http://www.ama-assn.org/ama

- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.

- Emergency Contraception: www.arhp.org/topics/emergency-contraception.

- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html

- Emergency Contraception Web site http://ec.princeton.edu/
- Office of Population Affairs: http://www.hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions http://www.hhs.gov/opa/regional-contacts

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
  - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
  - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Coos County Family Health
Agency Name

5/31/19
Date

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with QFP and Title X requirements with the goal of supporting clients' decisions related to preventing or achieving pregnancy.
2. Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the most current *Quality Family Planning* (QFP). These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and

- Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

AGENCY NAME: _____

WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: By August 31st, of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. **SFY 20 Agency Target:** **SFY 21 Agency Target:**	**Goal 3:** Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____	

		Numerator: _____ Denominator: _____	**interventions) that will reduce reproductive risk.**

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY):

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

_____ Target/Objective Met

Numerator: _____%
Denominator: _____%

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

_____ Target/Objective Met

Numerator: %

Denominator: _____% _____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. **State Minimum Target: 70%** **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____	

		Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY).

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	SFY 21 Outcome: _____	

		Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b. ___ clients < 100% FPL will be served
1c. ___ clients < 250% FPL will be served
1d. ___ clients < 20 years of age will be served
1e. ___ clients on Medicaid at their last visit will be served
1f. ___ male clients will be served

SFY Outcome	
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g. _____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) ata Elements: Effective July 1, 2017	**Additional Data Elements Proposed for FPAR 2.0:**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval: · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020).	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020-June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

NH DIVISION OF
Public Health Services

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed $2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	$2,915,402

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217 FAIN# FPHPA016248 69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			Subtotal:	*$341,236*

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517
			Subtotal:	*$193,034*

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274
			Subtotal:	*$132,548*

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400
			Subtotal:	*$156,800*

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948
			Subtotal:	*$199,896*

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582
			Subtotal:	*$403,164*

Manchester Community Health Center — Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925
			Subtotal:	*$219,850*

Mascoma Community Health Center — Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382
			Subtotal:	*$154,764*

White Mountain Community Health Center — Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108
			Subtotal:	*$166,216*

Planned Parenthood of Northern New England — Vendor ID #177528-R002
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000
			Subtotal:	*$548,000*

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. — Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314
			Subtotal:	*$90,628*

Concord Hospital — Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032
			Subtotal:	*$66,064*

Coos County Family Health Center — **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361
			Subtotal:	*$24,722*

Equality Health Center — **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Joan G. Lovering Health Care — **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Lamprey Health Care — **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719
			Subtotal:	*$59,438*

Manchester Community Health Center — **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

Mascoma Community Health Center — **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

White Mountain Community Health Center — **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	$2,915,402

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center.	Pass	0	0
3. Coos Co. Family Health	Pass	0	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control,DPHS
4.
5.
6.
7.
8.
9.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are **retroactive** (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	$431,864
Concord Hospital Family Health Center	$259,098
Coos County Family Health	$157,270
Equality Health Center	$179,800
Joan G. Lovering Health Center	$222,896
Lamprey Health Care	$462,602
Manchester Community Health Center	$265,086
Mascoma Community Health Care	$200,000
Planned Parenthood of Northern New England	$548,000
White Mountain Community Health Center	$188,786
Total	$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed $2,915,402.00, nine (9) to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh
DoIT #2018-001

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-03)

FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Coos County Family Health		1.4 Contractor Address 54 Willow Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-3669	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation $157,270
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory [signature], Chief Executive Officer	

1.13 Acknowledgement: State of NH, County of Coos

On 10/12/17, 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] [signature]

LINDA BLANCHETTE, Notary Public
My Commission Expires September 18, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Linda Blanchette, Executive Assistant

1.14 State Agency Signature [signature] Date: 10/27/17	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: [signature] On: 10/30/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials Ka
Date 10/19/17

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing; nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials KG
Date 10/12/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail; postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials KG
Date 10-12-17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eight hundred (800) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials KG

Date 10/12/17

Exhibit B-1 - Budget

Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Coos County Family Health Services, Inc.

Budget Request for:

Family Planning

Budget Period: July 1, 2017 to June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 74,500.00	$ -	$ 74,500.00	$ 24,362.00	$ -	$ 24,362.00	$ 50,206.00	$ -	$ 50,206.00
2. Employee Benefits	$ 23,864.00	$ -	$ 23,864.00	$ 7,802.00	$ -	$ 7,802.00	$ 16,086.00	$ -	$ 16,086.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Repair and Maintenance	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 27,000.00	$ -	$ 27,000.00	$ 27,000.00	$ -	$ 27,000.00	$ -	$ -	$ -
Office	$ 1,400.00	$ -	$ 1,400.00	$ 1,400.00	$ -	$ 1,400.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 9,000.00	$ -	$ 9,000.00	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Postage	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
Subscriptions	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 147,984.00	$ -	$ 147,984.00	$ 81,684.00	$ -	$ 81,684.00	$ 66,374.00	$ -	$ 66,374.00

Indirect As A Percent of Direct

Exhibit B-1 Budget

Initials Kg

Date 11/22/17

Exhibit B-2 - Budget
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Coos County Family Health Services, Inc.

Budget Request for:

TANF

Budget Period: July 1, 2017 to June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 14,180.00	$ -	$ 14,180.00	$ 4,835.00	$ -	$ 4,835.00	$ 9,345.00	$ -	$ 9,345.00
2. Employee Benefits	$ 4,540.00	$ -	$ 4,540.00	$ 1,544.00	$ -	$ 1,544.00	$ 2,996.00	$ -	$ 2,996.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 18,720.00	$ -	$ 18,720.00	$ 6,379.00	$ -	$ 6,379.00	$ 12,341.00	$ -	$ 12,341.00

Indirect As A Percent of Direct

Exhibit B-2 Budget

Initials KS
Date 10/12/17

Exhibit B-3 - Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Coos County Family Health Services, Inc.

Budget Request for:

Family Planning

Budget Period: July 1, 2016 to June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 75,000.00	$ -	$ 75,000.00	$ 24,800.00	$ -	$ 24,800.00	$ 50,200.00	$ -	$ 50,200.00
2. Employee Benefits	$ 24,093.00	$ -	$ 24,093.00	$ 7,936.00	$ -	$ 7,936.00	$ 16,096.00	$ -	$ 16,096.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Repair and Maintenance	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 27,000.00	$ -	$ 27,000.00	$ 27,000.00	$ -	$ 27,000.00	$ -	$ -	$ -
Office	$ 1,400.00	$ -	$ 1,400.00	$ 1,400.00	$ -	$ 1,400.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 9,000.00	$ -	$ 9,000.00	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,750.00	$ -	$ 1,750.00	$ 1,750.00	$ -	$ 1,750.00	$ -	$ -	$ -
Postage	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -
Subscriptions	$ 1,750.00	$ -	$ 1,750.00	$ 1,750.00	$ -	$ 1,750.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 144,318.00	$ -	$ 144,318.00	$ 82,336.00	$ -	$ 82,336.00	$ 66,296.00	$ -	$ 66,296.00
Indirect As A Percent of Direct									

Exhibit B-3 Budget

Initials KG
Date 10-12-17

Exhibit B-4 - Budget

TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Coos County Family Health Services, Inc.

Budget Request for:

TANF

Budget Period: July 1, 2018 to June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 14,478.00	$ -	$ 14,478.00	$ 5,195.00	$ -	$ 5,195.00	$ 9,383.00	$ -	$ 9,383.00
2. Employee Benefits	$ 4,830.00	$ -	$ 4,830.00	$ 1,830.00	$ -	$ 1,830.00	$ 3,000.00	$ -	$ 3,000.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 19,308.00	$ -	$ 19,308.00	$ 6,725.00	$ -	$ 6,725.00	$ 12,383.00	$ -	$ 12,383.00
Indirect As A Percent of Direct									

Exhibit B-4 Budget

Initials KG
Date 1/12/17

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

10/12/17
Date

Name:
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

10/12/17
Date

Name: [illegible]
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

10/12/17
Date

Name: [illegible]
Title: CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/12/17
Date

Name:
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

10/12/17
Date

Name:
Title: CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials KG

Date 10/12/17

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee. .

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute..

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services The State	Cross Community Family Health Name of the Contractor
Lisa Morris Signature of Authorized Representative	Ken Gerzel Signature of Authorized Representative
LISA MORRIS Name of Authorized Representative	KEN GERZEL Name of Authorized Representative
DIRECTOR, DPHS Title of Authorized Representative	CHIEF EXECUTIVE OFFICER Title of Authorized Representative
10/27/17 Date	10/12/17 Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/12/17
Date

Name: [illegible]
Title: CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 167385509

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ✓ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

Contractor Initials KG
Date 10/12/17

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Family Planning Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Equality Health Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), as amended on June 26, 2019, (Late Item A), as amended on December 18, 2019, (Item # 16), and as amended on August 5, 2020 (Item #22), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 4, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2021

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $393,986

3. Modify Form P-37, General Provisions, to add Paragraph 25, Requirements for Family Planning Projects, as follows:

   25. The Contractor shall comply with all of the following provisions:

   25.1 No state funds shall be used to subsidize abortions, either directly or indirectly. The family planning project will permit the Commissioner of the Department of Health and Human Services, or his or her designated agent or delegate, to inspect the financial records of the family planning project to monitor compliance with this requirement.

   25.2 At the end of each fiscal year, the Commissioner shall certify, in writing, to the Governor and Council that he or she personally, or through a designated agent or delegate, has reviewed the expenditure of funds awarded to a family planning project and that no state funds awarded by the Department have been used to provide abortion services.

   25.3 If the Commissioner fails to make such certification or if the Governor and Executive Council, based on evidence presented by the Commissioner in his or her certification, find that state funds awarded by the Department have been used to provide abortion services, the grant recipient shall either: (a) be found to be in breach of the terms of such contract, grant or award of funds and forfeit all right to receive further funding; or (b) suspend all operations until such time as the state funded family project is physically and financially separate from any reproductive health facility, as defined in RSA 132:37.

4. Modify Exhibit A, Scope of Services, Amendment #2 by replacing in its entirety with Exhibit A

Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 1, #1 to read:

   1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #4, Scope of Services

6. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 through Exhibit B-8, Budget Amendment #4.

7. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.5 to read:

   4.5 Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #4, Scope of Services.

8. Add Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 8 to read:

   8. The Contractor shall allow the Department to conduct financial audits on an annual basis, or upon request by the Department, to ensure compliance with the funding requirements of this Agreement. The Contractor shall make available documentation and staff as necessary to conduct such audits, including but not limited to policy and procedure manuals, financial records and reports, and discussions with management and finance staff.

9. Add Exhibit B-7, Amendment #4 Budget Family Planning Funds, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

10. Add Exhibit B-8, Amendment #4 Budget TANF Funds, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

11. Modify Attachment A, Amendment #2, Family Planning Clinical Services Guidelines in its entirety and replace it with Attachment A, Amendment #4, NH Family Planning Performance Measure Definitions, which is attached hereto and incorporated by reference herein.

12. Modify Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement in its entirety and replace it with Attachment B, Amendment #4, NH Family Planning Program Reporting Calendar SFY 22, which is attached hereto and incorporated by reference herein.

13. Modify Attachment C, Amendment #2, NH Family Planning Workplan in its entirety and replace ir with Attachment C, Amendment #4, Fee Policy, which is attached hereto and incorporated by reference herein.

14. Modify Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions in its entirety and replace it with Attachment D, Amendment #4, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement, which is attached hereto and incorporated by reference herein.

15. Modify Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace it with Attachment E, Amendment #4, Work Plan, which is attached hereto and incorporated by reference herein.

16. Delete Exhibit F, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.

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All terms and conditions of the Contract and prior amendments not modified by this Amendment #4 remain in full force and effect. This Amendment shall be retroactively effective to July 1, 2021, 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

8/30/2021

Date

DocuSigned by:
Patricia M. Tilley
846FB38F5BFD4C8...

Name: Patricia M. Tilley
Title: Director

Equality Health Center

8/27/2021

Date

DocuSigned by:
Dalia Vidunas
0406D0F85FF94CA...

Name: Dalia Vidunas
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/30/2021

DocuSigned by:
D5CA9202E32C4AE...

Date

Name: Catherine Pinos
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to comprehensive reproductive health services and preventive health screenings.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide reproductive and sexual health clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income individuals (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered

under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of 580 users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor shall not utilize any funds provided under this Agreement for abortion services.

4.6. The Contractor shall make reasonable efforts to collect charges based upon a sliding fee scale from clients, in accordance with Attachment C Fee Policy without jeopardizing client confidentiality.

4.7. **Clinical Services – Requirements:**

4.7.1. The Contractor shall provide reproductive and sexual health clinical services in compliance with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.7.2. The Contractor shall comply with their own established internal protocols, policies, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.7.3. The Contractor shall ensure all MDs, APRNs, PAs, nurses and/or any staff providing direct care and/or education to clients read and sign the New Hampshire Family Planning Clinical Services Guidelines, within thirty (30) days of Governor and Executive Council approva.

4.7.4. The Contractor shall submit the New Hampshire Family Planning Clinical Services Guidelines signed signature page to the Department for review and signature no later than thirty (30) days after the Contract Effective Date.

4.7.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.7.6. The Contractor shall have at least one (1) clinical provider at each clinic site proficient in the insertion and removal of Long Acting Reversible Contraception (LARC). The Contractor shall provide documented proof of proficiency to the Department on by January 28, 2022..

4.8. **STD and HIV Counseling and Testing – Requirements:**

4.8.1. The Contractor providing STD and HIV counseling and testing shall comply

with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.8.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.8.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.9. **Health Education Materials:**

4.9.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release Attachment D, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. . Examples of material topics include:

4.9.1.1. Sexually Transmitted Diseases (STD)

4.9.1.2. Contraceptive methods, pre-conception care

4.9.1.3. Achieving pregnancy/infertility

4.9.1.4. Adolescent reproductive health

4.9.1.5. Sexual violence

4.9.1.6. Abstinence

4.9.1.7. Pap tests/cancer screenings

4.9.1.8. Substance use disorder

4.9.1.9. Mental health.

4.9.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.9.3. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.10. **Sterilization Services:**

4.10.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.11. **Confidentiality:**

4.11.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary,

statistical or other form that does not identify the individual in accordance with State and Federal laws.

4.11.2. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients, in accordance with Attachment D, Amendment #4, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, (See Attachment E) for a 6-month period of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan 6-month outcomes and review/revise the work plan and submit by January 28, 2022 to the Department for approval

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses, training logs, and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department, by formal letter via email to Haley.L.Johnston@dhhs.nh.gov of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month (30 days) of hired.

6.3. The Contractor shall notify the Department, in writing via letter, when:

6.3.1. Any critical position is vacant for more than one month (30 days).

6.3.2. There is not adequate staffing to perform all required services for more than one month (30 days).

7. Performance Measures

7.1. The Contractor shall set family planning (FP) performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment A).

8. Reporting Requirements

8.1. The Contractor shall submit the current required data elements electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment A) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on January 28, 2022 or as instructed by the Department.

8.3. The Contractor shall provide records of employee salaries and wages that accurately reflect all work performed. Such records shall include, but are not limited to:

8.3.1. All activity(s) for which each employee is compensated; and

8.3.2. The total amount of time spent on each activity performed for federally assisted and all other activities.

9. Deliverables

9.1. The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment B).

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: Family Planning Services

Budget Period July 1, 2021--December 31, 2021

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 388,871.66		$388,871.66	$360,919.66		$360,919.66	$27,952.00		$27,952.00
2. Employee Benefits	$ 27,610.35		$ 27,610.35	$ 27,610.35		$ 27,610.35	$ -		$ -
3. Consultants			$ -			$ -	$ -		$ -
4. Equipment:			$ -			$ -	$ -		$ -
Rental			$ -			$ -	$ -		$ -
Repair and Maintenance			$ -			$ -	$ -		$ -
Purchase/Depreciation			$ -			$ -	$ -		$ -
5. Supplies:			$ -			$ -	$ -		$ -
Educational	$ 750.00		$ 750.00	$ 750.00		$ 750.00	$ -		$ -
Lab			$ -			$ -	$ -		$ -
Pharmacy	$ 500.00		$ 500.00	$ 250.00		$ 250.00	$ -		$ -
Medical	$ 450.00		$ 450.00			$ -	$ -		$ -
Office	$ 2,678.00		$ 2,678.00	$ 2,678.00		$ 2,678.00	$ -		$ -
6. Travel	$ 614.00		$ 614.00	$ 614.00		$ 614.00	$ -		$ -
7. Occupancy	$ 17,102.00		$ 17,102.00	$ 17,102.00		$ 17,102.00	$ -		$ -
8. Current Expenses			$ -			$ -	$ -		$ -
Telephone	$ 2,685.00		$ 2,685.00	$ 2,685.00		$ 2,685.00	$ -		$ -
Postage	$ 628.00		$ 628.00	$ 628.00		$ 628.00	$ -		$ -
Subscriptions	$ 1,716.00		$ 1,716.00	$ 1,716.00		$ 1,716.00	$ -		$ -
Audit and Legal	$ 1,370.00		$ 1,370.00	$ 1,370.00		$ 1,370.00	$ -		$ -
Insurance	$ 6,566.00		$ 6,566.00	$ 6,566.00		$ 6,566.00	$ -		$ -
Board Expenses	$ 397.00		$ 397.00	$ 397.00		$ 397.00	$ -		$ -
9. Software			$ -			$ -	$ -		$ -
10. Marketing/Communications	$ 1,050.00		$ 1,050.00	$ 1,050.00		$ 1,050.00	$ -		$ -
11. Staff Education and Training	$ 1,000.00		$ 1,000.00	$ 1,000.00		$ 1,000.00	$ -		$ -
12. Subcontracts/Agreements			$ -			$ -	$ -		$ -
13. Other-Translation Services	$ 300.00		$ 300.00			$ -	$ -		$ -
Other-Licenses	$ 250.00		$ 250.00			$ -	$ -		$ -
			$ -			$ -	$ -		$ -
			$ -			$ -	$ -		$ -
Total	$ 454,538.02	$ -	$454,538.02	$425,335.02	$ -	$425,335.02	$27,952.00	$ -	$27,952.00

Indirect As A Percent of Direct -

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DV

Contractor Initials_____

Date 8/27/2021

Exhibit B-8, Amendment #4 Budget TANF Funding, State Fiscal Year 2022

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: TANF

Budget Period July 1, 2021--December 31, 2021

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 388,871.60		$388,871.60	$381,818.60		$381,818.60	$ 7,053.00		$7,053.00
2. Employee Benefits	$ 29,209.12		$ 29,209.12	$ 29,209.12		$ 29,209.12	$ -		$ -
3. Consultants			$ -			$ -	$ -		$ -
4. Equipment:			$ -			$ -	$ -		$ -
Rental			$ -			$ -	$ -		$ -
Repair and Maintenance			$ -			$ -	$ -		$ -
Purchase/Depreciation			$ -			$ -	$ -		$ -
5. Supplies:			$ -			$ -	$ -		$ -
Educational	$ 750.00		$ 750.00	$ 750.00		$ 750.00	$ -		$ -
Lab			$ -			$ -	$ -		$ -
Pharmacy	$ 500.00		$ 500.00	$ 250.00		$ 250.00	$ -		$ -
Medical	$ 450.00		$ 450.00			$ -	$ -		$ -
Office	$ 2,678.00		$ 2,678.00	$ 2,678.00		$ 2,678.00	$ -		$ -
6. Travel	$ 614.00		$ 614.00	$ 614.00		$ 614.00	$ -		$ -
7. Occupancy	$ 17,102.00		$ 17,102.00	$ 17,102.00		$ 17,102.00	$ -		$ -
8. Current Expenses			$ -			$ -	$ -		$ -
Telephone	$ 2,685.00		$ 2,685.00	$ 2,685.00		$ 2,685.00	$ -		$ -
Postage	$ 628.00		$ 628.00	$ 628.00		$ 628.00	$ -		$ -
Subscriptions	$ 1,716.00		$ 1,716.00	$ 1,716.00		$ 1,716.00	$ -		$ -
Audit and Legal	$ 1,370.00		$ 1,370.00	$ 1,370.00		$ 1,370.00	$ -		$ -
Insurance	$ 6,566.00		$ 6,566.00	$ 6,566.00		$ 6,566.00	$ -		$ -
Board Expenses	$ 397.00		$ 397.00	$ 397.00		$ 397.00	$ -		$ -
9. Software			$ -			$ -	$ -		$ -
10. Marketing/Communications	$ 1,050.00		$ 1,050.00	$ 1,050.00		$ 1,050.00	$ -		$ -
11. Staff Education and Training	$ 1,000.00		$ 1,000.00	$ 1,000.00		$ 1,000.00	$ -		$ -
12. Subcontracts/Agreements			$ -			$ -	$ -		$ -
13. Other-Translation Services	$ 300.00		$ 300.00			$ -	$ -		$ -
Other-Licenses	$ 250.00		$ 250.00			$ -	$ -		$ -
			$ -			$ -	$ -		$ -
			$ -			$ -	$ -		$ -
Total	$ 456,136.72	$ -	$456,136.72	$447,832.72	$ -	$447,832.72	$ 7,053.00	$ -	$7,053.00

Indirect As A Percent of Direct -

DS

Contractor Initials DV

Date 8/27/2021

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY XX Outcome

1a. _____ clients served
1b. _____ clients <100% FPL
1c. _____ clients <250% FPL
1d. _____ clients <20years of age
1e. _____ clients on Medicaid
1f. _____ male clients
1g._____ women <25 years of age positive for chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of family planning clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of family planning clients under 250% FPL.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of family planning clients under 20 years of age.

Goal: To increase access to reproductive services to adolescents.

Definition: **Numerator:** Total number of clients under 20 years of age served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of family planning clients that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services to Medicaid clients.

Definition: **Numerator:** Number of clients that used Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of family planning male clients.

Goal: To increase access to reproductive services to males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 years old screened for chlamydia that tested positive.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of women <25 years old that tested positive for chlamydia.

Denominator: The total number of women <25 years old screened for chlamydia.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who received preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < 25 years old screened for chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25 years old.

Denominator: Total number of female clients < 25 years old.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.

Goal: To improve utilization of most and moderately effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) (implants or intrauterine devices systems (IUD/IUS)) method.

Goal: To improve utilization of LARC methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods, including abstinence, to prevent unintended pregnancy, STDs and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure requires for meetings (in-person and/or virtual) with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. *All sites are required to make one contact annually with the local DCYF office.* **Please be very specific in describing the outcomes of the linkages you were able to establish.**

SAMPLE:

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure requires the family planning delegate to submit an annual training report for clinical & non-clinical staff that participate in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

NH Family Planning Reporting Calendar SFY 22 (6-Month Period)

Due within *30 days* of G&C approval: • SFY 22 Clinical Guidelines Signatures • SFY 22 – 6-MONTH FP Work Plan	
SFY 22 (July 1, 2021-December 31, 2021)	
Due Date:	**Reporting Requirement:**
October 8, 2021	Public Health Sterilization Records (July-September)
January 28, 2022	• Patient Satisfaction Surveys • Outreach and Education Report • Staff Training Report • Work Plan Update • Performance Outcome Report • Data Trend Tables (DTT) • I&E Material List with Advisory Board Approval Dates • Public Health Sterilization Records (October-December) **ALL REPORTING IS FOR A 6-MONTH TIME PERIOD.**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

DS

DV

8/27/2021

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT FEE POLICY
Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: [July 1, 2021] Next Review Date: [June 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with financial operation requirements under the NH FPP Project. The following are covered under this policy:

- Fee Policy
- Definition of a Family Planning Visit
- Core Family Planning Services

I. Fee Policy

Federal Poverty Level, Third Party Billing, and Income Verification

Client income and eligibility for a discount should be assessed, documented in the client record, and re-evaluated at least annually. Documentation of income may include a copy of a pay stub or some other form of documentation of family income; however clients who cannot present documentation of income must not be denied services and are allowed to self-report income. Sub-recipients who have lawful access to other valid means of income verification because of the client's participation in another program may use those data, rather than re-verify income or rely solely on the client's self-report. Whenever possible, there should be separate charts for client records and medical records.

Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although the agency must bill all third parties legally obligated to pay for the services. Bills to third parties must not be discounted.

Clients who are responsible for paying any fees for services must receive a bill directly at the time services are received. Bills to clients must show total charges minus any allowable discounts. Fees charged to clients must reflect true costs to a sub-recipient agency.

Agencies must offer a broad range of acceptable and effective medically approved family planning methods and services either on-site or by referral. For the purposes of considering payment for contraceptive services only, where a client has health insurance coverage through an employer that does not provide the contraceptive services sought by the client because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider the client's insurance coverage status as a good reason why they are unable to pay for contraceptive services.

Discount Schedules/Reasonable Cost

A discount schedule (schedule of discounts or sliding fee scale) must be developed and implemented with sufficient proportional increments so that inability to pay is never a barrier to receiving services. The discount schedule must be based on family size, family income, and other specified economic considerations and is required for individuals with family incomes between 101% and 250% of the FPL. For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services.

The schedule of discounts should include charges for a new patient, an established patient, counseling and education, supplies, and laboratory costs. The schedule of discounts must be updated annually and be in accordance with the current Federal Poverty Guidelines (FPG). Sub-recipient agencies may choose to apply alternative funds to the cost of services in order to provide more generous discounts than what is required under the NH FPP project.

On an annual basis, sub-recipient agencies must submit to the NH FPP a copy of their most current discount schedule that reflects the most recently published FPG.

Third Party Payments

Sub-recipient agencies are required to bill all possible third party payers, including public and private sources, without the application of any discounts, to ensure that NH FPP funds will be used only on patients without any other sources of payments. NH FPP funds will be used only as the payer of last resort. *Sub-recipient agencies should have written agreements with NH Medicaid Plans, as appropriate.*

Family income of insured clients must be assessed before determining whether copayments or additional fees are charged. Clients whose family income is at or below 250% of the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied.

Fee Waiver

Fees may be waived for individuals with family incomes above 100% of the FPL who, as determined by the site director, are unable, for good reasons, to pay for family planning services provided through the NH FPP project. *Clients must not be denied services or be subjected to any variation in quality of services because of the inability to pay.*

Voluntary Donations

Voluntary donations from clients are permissible; however, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. If a sub-recipient agency chooses to ask for donations, then donations must be requested from *all* clients, including clients using public or private insurance. In such a case, it may be helpful to display signs at check-out or have a financial counseling script available for project staff who will be tasked with collecting donations. *Donations from clients do not waive the billing/charging requirements set out above (i.e., if a client is unable to pay the fees for family*

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planning services received, any donations collected should go towards the cost of those services received.

Confidential Collections

Sub-recipient agencies must inform clients about the existence of the discount schedule and the fact that services will not be denied due to inability to pay. Sub-recipient agencies must make reasonable efforts to collect bills, but they must in no way jeopardize client confidentiality in the process. Sub-recipient agencies must obtain a client's permission before sending bills or making phone calls to the client's home and/or place of employment.

Sub-recipient Fee Policy Documentation Requirements

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipient agencies to ensure compliance with the NH FPP project as it relates to the Fee Policy detailed above.

Sub-recipient agencies must have written documentation (policies and procedures) of the following processes, which must be consistent and demonstrated throughout sub-recipient service sites (e.g., in client records, clinic operations):

- A process that will be used for determining and documenting the client's eligibility for discounted services.
- A process for ensuring that client income verification procedure(s) will not present a barrier to receipt of services.
- A process for updating poverty guidelines and discount schedules.
- A process for annual assessment of client income and discounts.
- A process for informing clients about the availability of the discount schedule.
- A process used for determining the cost of services (e.g., using data on locally prevailing rates and actual clinic costs to develop and update the schedule of fees; frequency for updating the costs of services).
- A process for assuring that financial records indicate client income is assessed and that charges are applied appropriately to recover the cost of services.
- A process for how donations are requested and/or accepted.
- Documentation that demonstrates clients are not pressured to make donations and that donations are not a prerequisite to the provision of services or supplies (e.g., scripts).
- A process for obtaining and/or updating contracts with private and public insurers.
- A process used to assess family income before determining whether copayments or additional fees are charged.
- A process for ensuring that financial records indicate that clients with family incomes between 101%-250% of the FPL do not pay more in copayments or additional fees than they would otherwise pay when the discount schedule is applied.
- Process for identifying third party payers the sub-recipient will bill to collect reimbursements for cost of providing services.
- A description of safeguards that protect client confidentiality

II. Definition of A Family Planning Visit

A family planning client is an individual who has at least one family planning encounter during the reporting period (i.e., visits with a medical or other health care provider in which family planning services were provided). The NH FPP considers individuals ages 11 through 64 years to be potentially eligible for family planning services. However, visit definitions are needed to determine who is a family planning client.

Family Planning Visit: a documented contact (either face-to-face in a family planning program service site or virtual using telehealth technology) between an individual and a family planning provider of which the primary purpose is to provide family planning and related health services to clients who want to avoid unintended pregnancies or achieve intended pregnancies services.

A virtual family planning encounter uses telecommunications and information technology to provide access to family planning and related preventive health services, including assessment, diagnosis, intervention, consultation, education and counseling, and supervision, at a distance. Telehealth technologies include telephone, facsimile machines, electronic mail systems, videoconferencing, store-and-forward imaging, streaming media, remote monitoring devices, and terrestrial and wireless communications.

Types of Family Planning Visits

1. **Family Planning Encounter With A Clinical Service Provider:** a documented, face-to-face or virtual encounter between a family planning client and a Clinical Services Provider (e.g., physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are appropriately trained in family planning) in which the client is provided (in association with the proposed or adopted method of contraception or treatment for infertility) one or more of the following medical services related to family planning:

   * Pap Smear
   * Pelvic Examination
   * Rectal Examination
   * Testicular Examination
   * Hemoglobin or Hematocrit
   * Blood Pressure Reading
   * HIV/STI Testing
   * Sterilization
   * Infertility Treatment
   * Preconception Counseling

2. **Family Planning Encounter With An Other Health Care Provider** a documented, face-to-face or virtual encounter between a family planning client and an Other Services Provider (e.g., registered nurses, public health nurses, licensed vocational or licensed practical nurses [LPNs], certified nurse assistants, health educators, social workers, or clinic aides) in which family planning education or counseling services are provided in relation to contraception (proposed or adopted method), infertility or sterilization. The counseling should include a thorough discussion of the following:

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- Reproductive anatomy and physiology
- Infertility, as appropriate
- HIV/STI's
- The variety of family planning methods available, including abstinence and fertility-awareness based methods
- The uses, health risks, and benefits associated with each family planning method
- The need to return for evaluation on a regular basis and as problems are identified
- Pregnancy options counseling

Education and/or counseling related to contraception, infertility or sterilization, which may occur in a group setting on an individual basis, must be face-to-face or virtual contact and documented in the client's medical record in order to be counted as a family planning client.

Laboratory tests, in and of themselves, do not constitute visits of any type. If laboratory testing is performed and there is no other face-to-face or virtual contact between a provider and a client, then the visit cannot be counted. However, if the tests are accompanied by other medical services involving family planning related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility or sterilization, an individual will have had a medical or any other health care provider visit by virtue of such medical services or counseling and/or education and is considered a family planning medical visit.

Pap smears and pelvic examinations in and of themselves constitute a medical visit but not a family planning medical visit. However, if a pap smear and pelvic examination are accompanied by other medical services involving family planning (related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization) **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization, an individual is considered to have had a family planning medical visit.

Once an individual has been determined to be a family planning client, there are a number of required services that must be provided to that client. See the NH FPP *Family Planning Clinical Services Guidelines* for detailed information on the minimum required clinical services for Family Planning sub-recipient agencies.

Examples of Clients Who Are Family Planning Clients

- An adolescent male who comes in for contraceptive methods education and counseling with his adolescent girlfriend can be counted as a family planning client as long as the client is encouraged to receive other documented NH FPP required services for males in the future (e.g., sexual history, partner history, and HIV/STI education, testicular self-

exam (TSE) education, etc.). Minors must be counseled on how to resist sexual coercion; and be encouraged to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. As with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each patient's needs are, and are indicated in the notes within the client's medical chart.

- An adult male under 65 years old coming in for a comprehensive preventive health visit can be counted as a family planning client if the client receives contraceptive method education and/or counseling (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, HIV/STI education, testicular exam, etc.).
- An adult male under 65 years old coming in for an HIV/STI visit can be counted as a family planning client if the client receives contraceptive method counseling and/or education (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, and HIV/STI education, etc.). Required testicular exam screening may not occur during the HIV/STI visit, but should be performed if the client comes back for other health care services in the future. The message that condoms can prevent both unintended pregnancy and HIV/STIs must be included as part of the counseling and/or education provided to the client.
- A male who relies on their partner's method for contraception can be counted as a family planning client if the client receives contraception and preconception counseling, and education on the partner's contraceptive method.
- Sterilized individuals can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such individuals have selected a method of birth control (sterilization). All sub-recipients offering sterilization must obtain informed consent at least 30 days, but no more than 180 days, before the date of sterilization.
- Individuals who are abstinent can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such clients have selected a method of contraception (abstinence).
- A female under 65 years old can be counted as a family planning client if they receive contraception education or counseling and other documented NH FPP required services for females as appropriate (e.g., sexual history, partner history, HIV/STI education, etc.).
- Pregnant individuals or those who are seen for their late stage pregnancy or post-partum visit can be counted as a family planning client if the client receives contraception

education and counseling and/or HIV/STI testing as part of their care.

- Individuals who have a positive pregnancy test result can be counted as a family planning client as long as they receive pregnancy diagnosis and counseling services. Pregnant individuals may be provided with information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination.
- Individuals with a negative pregnancy test can be counted as a family planning client if the client receives contraception education and counseling. In addition, the cause of delayed menses should be investigated.

Examples of Visits That Are Not Considered Family Planning Encounters

- An individual who receives anonymous HIV counseling, testing, and referral services cannot be counted as a family planning client since the visit cannot be documented and the client does not have a medical record.
- An individual whose reasons for visit does not indicate the need for services related to preventing or achieving pregnancy.

III. Core (Minimum) Family Planning Services

The following services must be charged for on a sliding fee scale, which includes a zero pay category for clients with incomes at or below 100% of the FPL, and a discount schedule for clients with family incomes between 101% and 250% of the FPL.

1. Client education must provide all clients with the information needed to: make informed decisions about family planning, use specific methods of contraception and identify adverse effects, perform a breast examination or testicular self-examination (TSE), reduce the risk of HIV/STI transmission, understand the range of available services and the purpose and sequence of clinic procedures, and understand the importance of recommended screening tests and other procedures involved in the family planning visit. Client education must be documented in the client record. All clients should receive education as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning. Education can occur in a group or individual setting.

2. Counseling to assist clients in reaching an informed decision regarding their reproductive health and the choice and continued use of family planning methods and services must be provided for all clients. In addition all clients must receive counseling on, at a minimum, education about HIV infection and STIs, information on risks and HIV/STI infection prevention, and referral services. Documentation of counseling must be included in the client's record. The client's written informed voluntary consent to receive services must be obtained prior to the client receiving any clinical services. In addition, if a client chooses a prescription method of contraception, a method-specific consent form must be obtained and updated routinely at subsequent visits to reflect current information about the method. The signed informed consent form must be kept in the client's record. All clients should receive counseling as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning.

3. Comprehensive history for all clients at initial visit, with updates at subsequent visits, must be obtained. Histories for all clients must include at least the following areas: significant illnesses, hospitalizations, surgery, blood transfusion or exposure to blood products, and acute or chronic medical conditions; allergies; current use of prescription and over-the counter medications; extent of use of tobacco, alcohol, and other drugs; immunization and rubella status; review of systems; pertinent history of immediate family members; and partner history (including injectable drug use, multiple partners, risk history for HIV/AIDs, and sexual orientation). Histories of reproductive functioning in female clients must include at least the following: contraceptive use (past and present); menstrual history; sexual history; obstetrical history; gynecological conditions; history of HIV/STIs; pap smear history; and in utero exposure to DES for clients born between 1940 and 1970. Histories of reproductive function in male clients must include at least the following: sexual history; history of HIV/STIs; and urological conditions.

4. Complete physical exam for all clients should include height and weight, examination

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of the thyroid, heart, lungs, extremities, breasts, abdomen, and blood pressure evaluation. For female clients, the exam *must* include blood pressure evaluation, breast examination, pelvic examination including vulvar evaluation and bimanual exam, pap smear (for those 21 years old and older), and HIV/STI screening, as indicated. All physical examination and laboratory test requirements stipulated in the prescribing information for specific methods of contraception must be followed.

5. Laboratory Tests are required for the provision of specific methods of contraception. Pregnancy testing must be provided onsite and HIV, chlamydia, gonorrhea, and syphilis testing must be provided for all clients upon request or if indicated. The following laboratory procedures must be provided to clients if required in the provision of a contraceptive method: anemia assessment, vaginal wet mount, diabetes (blood sugar) testing, cholesterol or lipid testing, hepatitis B testing, rubella titer, and urinalysis.

7. Level I Infertility Services must be made available to female and male clients desiring such services. Level I Infertility Services includes: initial infertility interview, education, physical examination, counseling, and appropriate referral.

8. Revisit schedules must be individualized based on the client's need for education, counseling, and clinical care beyond that provided at the initial and annual visit. Clients selecting hormonal contraceptives, IUDs, cervical caps, or diaphragms for the first time should be scheduled for a revisit as appropriate after initiation of the method to reinforce its proper use, to check for possible side effects, and to provide additional information or clarification. A new or established client who chooses to continue a method already in use need not return for a revisit unless a need for re-evaluation is determined on the basis of findings at the initial visit.

9. Either directly or through referral, all reversible and permanent methods of contraception must be provided, which include barrier methods (female and male), IUDs, fertility awareness based methods, hormonal methods (injectables, implants, oral contraceptives, and emergency contraception) and sterilization. Methods not directly provided at the site should be referred first to another NH FPP site, if appropriate, and, secondly, elsewhere at an agency with which the site has a formal arrangement with for the provision of the service.

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

IV SAMPLE DISCOUNT SCHEDULE

The following discount schedule can be used by sub-recipient agencies to help develop their own discount schedule. This is a sample and does not necessarily reflect the current Federal Poverty Guidelines.

Annual Income:	100% poverty base numbers	100% Discount 100% of poverty **No Fee**		Cat 80 101-135% of poverty **$25 Fee**		Cat 50 136 -185% of poverty **$50 Fee**	
Family Size:		**From:**	**To:**	**From:**	**To:**	**From:**	**To:**
1	$ 12,060	$ -	$ 12,179.60	$12,180.60	$16,400.60	$16,401.60	$ 22,430.60
2	$ 16,240	$ -	$ 16,401.40	$16,402.40	$22,085.40	$22,086.40	$ 30,205.40
3	$ 20,420	$ -	$ 20,623.20	$20,624.20	$27,770.20	$27,771.20	$ 37,980.20
4	$ 24,600	$ -	$ 24,845.00	$24,846.00	$33,455.00	$33,456.00	$ 45,755.00
5	$ 28,780	$ -	$ 29,066.80	$29,067.80	$39,139.80	$39,140.80	$ 53,529.80
6	$ 32,960	$ -	$ 33,288.60	$33,289.60	$44,824.60	$44,825.60	$ 61,304.60
7	$ 37,140	$ -	$ 37,510.40	$37,511.40	$50,509.40	$50,510.40	$ 69,079.40
8	$ 41,320	$ -	$ 41,732.20	$41,733.20	$56,194.20	$56,195.20	$ 76,854.20
Additional family member	$4,180						

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NH DIVISION OF Public Health Services
Department of Health and Human Services

NH FAMILY PLANNING PROGRAM

Fee Policy Agreement

On behalf of Equality Health Center (Agency Name), I hereby certify that I have read and understand the information and Fee Policy as detailed above. I agree to ensure all agency staff and subcontractors working on the NH FPP project understand and adhere to the aforementioned policy and procedures set forth.

Dalia Vidunas

Authorizing Official: Printed Name

8/27/2021

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Dalia Vidunas
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Authorizing Official: Signature

Date

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8/27/2021

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT COMMUNITY PARTICIPATION, EDUCATION AND PROJECT PROMOTION POLICY

Section: Maternal & Child Health Sub Section(s): Family Planning Program Version: 2.0
Effective Date: [July 1, 2021] Next Review Date: [June 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with community participation, education and project promotion requirements under the NH FPP Project. The following are covered in this section:

- Informational & Educational Materials Review and Approval
- Collaborative Planning and Community Engagement
- Community Awareness and Education

I. Informational & Educational Materials Review and Approval

The Informational and Educational (I&E) operations for the review and approval of materials rest with the sub-recipient agency; however, NH FPP oversight remains to ensure that the sub-recipient adheres to all NH FPP I&E materials review and approval requirements.

Responsibility for I&E Materials Review and Approval

All I&E materials developed or made available by the sub-recipient agency must be reviewed and approved by a Medical Director (or designee) prior to their distribution. The Medical Director (or designee) may delegate responsibility for the review of the factual, technical, and clinical accuracy of all I&E materials developed or made available by the sub-recipient agency to appropriate project staff (e.g., RN, NP, CNM). If this function is delegated to appropriate project staff, the Medical Director (or designee) must oversee these operations and grant final approval.

Processes and Procedures for I&E Materials Review and Approval

The Medical Director (or designee) must review and approve all I&E materials developed or made available under the NH FPP project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency with the purposes of the NH FPP project. **All materials being distributed or made available under the NH FPP project must be reviewed and re-approved or expired on an annual basis.**

The following criteria must be used for reviewing and approving materials to ensure that the above requirements are fulfilled:

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- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

Documentation Requirements for I&E Materials Review and Approval

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipients to ensure compliance with the NH FPP project as it relates to the review and approval of I&E materials:

1.) **I&E Master List Requirement.** On an annual basis, sub-recipients will be required to submit a comprehensive master list of I&E materials that are currently being distributed or are available to NH FPP clients. *The list must include the date of approval (or re-approval), which must be within one year from the date the I&E master list is due to be submitted.*

2.) **Policies and Procedures.** Sub-recipients must have written documentation that outlines their process for conducting material reviews, which must include:

- A process for assessing factual accuracy of the content of I&E materials reviewed.
- How the factual, technical, and clinical accuracy is ensured.
- Criteria and procedures used to ensure that the materials are suitable for the population and community for which they are intended.
- Processes for reviewing materials written in languages other than English.
- Processes for how review and approval records will be maintained.
- Processes for how old materials will be expired.

II. Community Awareness and Education

Sub-recipients must establish and implement planned activities to facilitate community awareness of and access to family planning services through the provision of community information and education programs. Community information and education programs should serve to achieve community understanding of the objectives of the project, inform the community of the availability of services, and promote continued participation in the project by persons to whom family planning services may be beneficial. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy. A community participation committee can be utilized to execute the functions and operations of this requirement.

Suggestions for Community Awareness and Education Activities:

- Deliver community presentations (e.g., providing education at a local school on a

reproductive health topic).

- Incorporate the four-level socio-ecological model into outreach to understand and address the range of factors (individual, relationship, community and societal) that influence community understanding and continued participation in the family planning project.
- Attend community events to provide health education to attendees (e.g., tabling events, community meetings).
- Conduct presentations to inform community partners (mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations) of services, locations, and hours.
- Meet with community partners and coalitions to discuss family planning program and potential referral opportunities.
- Post up-to-date program information at a range of community venues, including virtual platforms (websites, social media, etc.).
- Distribute and post flyers.
- Distribute program information at community events (e.g., tabling events).

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

Community Participation, Education, and Project Promotion Agreement

On behalf of Equality Health Center, I hereby certify that I have read and understand the
(Agency Name)

The NH FPP policies regarding Community Engagement, Education, and Project Promotion as detailed above. I agree to ensure all agency staff and sub-contractors working on the NH FPP project understand and adhere to the aforementioned policies and procedures set forth.

Dalia Vidunas

Printed Name

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Dalia Vidunas
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Signature

8/27/2021

Date

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services; STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through December 31, 2021, the following targets have been set:

1a. ____ clients will be served
1b ____ clients <100% FPL will be served
1c. ____ clients <250% FPL will be served
1d. ____ clients <20 years old will be served
1e. ____ clients on Medicaid will be served
1f. ____ male clients will be served

SFY 22 Outcome (Semi-Annual)

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20 years old
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years old positive for Chlamydia

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Within 30 days of Governor and Council, 100% of sub-recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years old. (*Performance Measure #5*)

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Within 30 days of Governor and Council, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients. (*Performance Measure #6)*

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Attachment E
FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval

Goal 4: Provide appropriate education and networking to ensure vulnerable populations are aware of the availability of family planning services and to inform public audiences about the program's key priorities.

By January 28, 2022, sub-recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services. (*Performance Measure #7)*

☐ Sub-recipient provides grantee a copy of completed outreach & education report by January 28, 2022.

Goal 5: The NH FPP program will assure sub-recipient agencies are providing appropriate training and technical assistance to ensure family planning staff (e.g., any staff with clinical, administrative and/or fiscal responsibilities) are aware of federal guidelines, program priorities, and new developments in reproductive health and that they have the skills to respond.

By January 28, 2022, sub-recipients will submit a 6-month training report for clinical & non-clinical staff that participated in the provision of family planning services and/or activities to ensure adequate knowledge of program policies, practices and guidelines. (*Performance Measure #8)*

☐ Sub-recipient provides grantee a copy of completed annual training report by January 28, 2022.

Goal 6: Provide counseling for minors that encourages delaying the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors' policy for review and approval within 30 days of Governor and Council Approval

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure:** The percent of female family planning clients < 25 years old screened for chlamydia infection.
- **Performance Measure:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Work Plan Instructions:

Please use the following template to complete the 6-month work plan for the half of FY22. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. *Each objective should be Specific, Measurable, Achievable, Realistic, and Time-phased (SMART).* Each objective must be related and contribute directly to the accomplishment of the stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. *Note:* Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether or not the planned activities were effective (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of the 6-month period, you will report your semi-annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the six months.

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement
Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches Care Management Team Clinical Teams Behavioral Health and LCSW staff SWAP materials and SWAP Self-Management Programs and Tools	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate. 2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data) 3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate. 4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc. 5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops. 6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
	1. Director of Quality will analyze data semi-annually to evaluate performance. 2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff Care Transitions Team Care Management Team EHR	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure. 2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission. 3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation Access to local Hospital data	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization 2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.

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Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.	
Performance Measure: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

DS DV

Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***To promote the availability of STD screening per CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy***	
Performance Measure: The percent of female family planning clients <25 years old screened for chlamydia infection	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
•	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

DS DV

Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.***	
Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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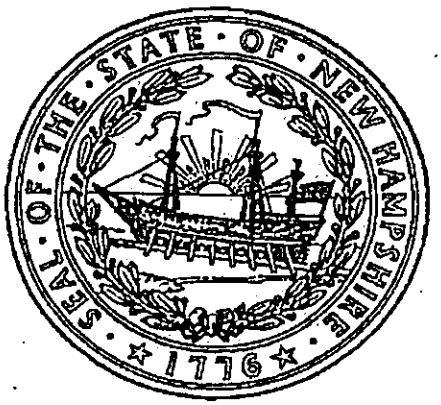
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EQUALITY HEALTH CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on March 02, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 740013

Certificate Number: 0005427315



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of August A.D. 2021.

William M. Gardner
Secretary of State

DocuSign Envelope ID: 7BE36A91-DDAD-402E-B833-73A29AF73AD1

State of New Hampshire
Department of State

Business Name : **Equality Health Center**

Business ID : **740013**

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0005063226	12/29/2020	03/02/2021	Trade Name Renewal	N/A
0004999482	09/03/2020	09/03/2020	Tradename - First Renewal Notice	N/A
0003266180	03/02/2016	03/02/2016	Trade Name Registration	N/A

Trade Name Information

Business Name	Business ID	Business Status

Name History

Name	Name Type
No Name Changes found for this business.	

Principal Information

Name	Title
No Principal Infromation found for this business.	

CERTIFICATE OF AUTHORITY

I, Elizabeth Campbell, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Equality Health Center.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 19, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Dalia Vidunas, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Equality Health Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 8-24-21

Signature of Elected Officer
Name: Elizabeth Campbell
Title: Treasurer, Board of Directors
Equality Health Center

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NHWOMEN-01 MSNELL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Mary Ellen Snell, CIC
PHONE (A/C, No, Ext): (603) 715-9754 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS: msnell@davistowle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Union Mutual of Vermont	
INSURER B: First Community Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
NH Women's Health Services Inc
DBA Equality Health Center
38 South Main Street
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			BOP0048777	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		WC009863312	10/1/2020	10/1/2021	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Policy
Insurance Company: Evanston Insurance Company
Policy Dates: 1/10/2021 to 1/10/2022
Limits of Liability:
$1,000,000 Each Claim
$3,000,000 Aggregate

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

State of NH - NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mary Ellen Snell

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AGENCY CUSTOMER ID: NHWOMEN-01 MSNELL
LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY Davis & Towle Morrill & Everett, Inc.	NAMED INSURED NH Women's Health Services Inc DBA Equality Health Center 38 South Main Street Concord, NH 03301
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Directors & Officers Liability
Insurance Company: Mount Vernon Fire Ins. Co.
Policy Dates: 9/6/2020 to 9/6/2021
Limits of Liability:
$1,000,000 Each Claim
$1,000,000 Aggregate

Employment Practices Liability
Insurance Company: Mount Vernon Fire Ins. Co.
Policy Dates: 9/6/2020 to 9/6/2021
Limits of Liability:
$1,000,000 Each Claim
$1,000,000 Aggregate

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Mission Statement

Equality Health Center's mission is to advance health by empowering our clients and communities through advocacy, education, outreach, and the provision of quality, non-judgmental healthcare with expertise in sexual, reproductive, and gender-affirming services.

Vision Statement

We envision a world in which all people have the freedom to make educated choices regarding all aspects of their healthcare.

Core Values

- We are a client-centered, not-for-profit, independent healthcare facility.
- We provide quality, evidence-based healthcare.
- We value the equality of all regardless of age, race, ethnicity, religion, gender, sexual orientation, gender identity, disability, body size, socio-economic status, or immigration status.
- We respect the dignity of all individuals and act with compassion.
- We remain committed to reproductive freedom and social justice.
- We are committed to providing difficult to access healthcare, with expertise in abortion and LGBTQ care.
- We strive to create and maintain a physically and emotionally safe, confidential, and inclusive environment.
- We provide medically accurate, comprehensive and respectful client and community education.
- We actively seek collaborations within our community to accomplish shared goals.
- We are committed to the training of future healthcare providers.
- We continue to champion the feminist model of healthcare, which promotes self-determination and equality for all people.

Hennessey & Vallee, PLLC
125 N State Street
Concord, NH 03301
603-225-0941

November 16, 2020

CONFIDENTIAL

CONCORD FEMINIST HEALTH CENTER
38 SOUTH MAIN STREET
CONCORD, NH 03301

Dear Board Members:

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom returns are prepared to confirm the following arrangements.

We will prepare your federal and state exempt organization returns from information which you will furnish to us. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information.

It is your responsibility to provide all the information required for the preparation of complete and accurate returns. You should retain all the documents, cancelled checks and other data that form the basis of these returns. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the tax returns and, therefore, you should review them carefully before you sign them. Our work in connection with the preparation of your tax returns does not include any procedures designed to discover defalcations and/or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as determined to be necessary for preparation of the tax returns.

The law provides various penalties that may be imposed when taxpayers understate their tax liability. If you would like information on the amount or the circumstances of these penalties, please contact us. Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available upon request to represent you and will render additional invoices for the time and expenses incurred.

Our fee for these services will be based upon the amount of time required at standard billing rates plus out-of-pocket expenses. All invoices are due and payable upon presentation. If the foregoing fairly sets forth your understanding, please sign below in the space indicated and return it to our office. However, if there are other tax returns you expect us to prepare, please inform us by noting so at the end of the return copy of this letter. We want to express our appreciation for this opportunity to work with you.

Very truly yours,
Hennessey & Vallee, PLLC

Accepted By:

Date:

Forms 990 / 990-EZ Return Summary

For calendar year 2019, or tax year beginning , and ending

23-7368251

CONCORD FEMINIST HEALTH CENTER

Net Asset / Fund Balance at Beginning of Year			542,808
Revenue			
Contributions	250,708		
Program service revenue	645,678		
Investment income	4,658		
Capital gain / loss			
Fundraising / Gaming:			
Gross revenue			
Direct expenses			
Net income			
Other income	3,141		
Total revenue		904,185	
Expenses			
Program services	728,240		
Management and general	156,771		
Fundraising	14,795		
Total expenses		899,806	
Excess / (deficit)			4,379
Changes			23,421
Net Asset / Fund Balance at End of Year			570,608

Reconciliation of Revenue

Total revenue per financial statements	
Less:	
Unrealized gains	
Donated services	
Recoveries	
Other	
Plus:	
Investment expenses	
Other	
Total revenue per return	904,185

Reconciliation of Expenses

Total expenses per financial statements	
Less:	
Donated services	
Prior year adjustments	
Losses	
Other	
Plus:	
Investment expenses	
Other	
Total expenses per return	899,806

Balance Sheet

	Beginning	Ending	Differences
Assets	588,256	764,655	
Liabilities	45,448	194,047	
Net assets	542,808	570,608	27,800

Miscellaneous Information

Amended return	
Return / extended due date	11/16/20
Failure to file penalty	

N68251V 11/16/2020 1:43 PM

Form **8879-EO**

Department of the Treasury
Internal Revenue Service

IRS *e-file* Signature Authorization for an Exempt Organization

For calendar year 2019, or fiscal year beginning ..... 2019, and ending ..... 20 .....

▶ Do not send to the IRS. Keep for your records.

▶ Go to *www.irs.gov/Form8879EO* for the latest information.

OMB No. 1545-1878

2019

Name of exempt organization: CONCORD FEMINIST HEALTH CENTER

Employer identification number: 23-7368251

Name and title of officer: ELIZABETH CAMPBELL
TREASURER

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a	Form 990 check here ▶ [X] b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	904,185
2a	Form 990-EZ check here ▶ [ ] b Total revenue, if any (Form 990-EZ, line 9)	2b	
3a	Form 1120-POL check here ▶ [ ] b Total tax (Form 1120-POL, line 22)	3b	
4a	Form 990-PF check here ▶ [ ] b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a	Form 8868 check here ▶ [ ] b Balance Due (Form 8868, line 3c)	5b	

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

[X] I authorize HENNESSEY & VALLEE, PLLC (ERO firm name) to enter my PIN 68251 (Enter five numbers, but do not enter all zeros) as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ Date ▶ 05/20/20

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. 02191903301 (Do not enter all zeros.)

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ▶ CHARLENE T. VALLEE, CPA Date ▶ 05/20/20

ERO Must Retain This Form — See Instructions

Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see back of form.

DAA

N68251V 11/16/2020 1:43 PM

Form **990** (Rev. January 2020) Department of the Treasury Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047 **2019** Open to Public Inspection

A For the 2019 calendar year, or tax year beginning , and ending

B Check if applicable: [ ] Address change [ ] Name change [X] Initial return [ ] Final return/terminated [ ] Amended return [ ] Application pending

C Name of organization: CONCORD FEMINIST HEALTH CENTER

Doing business as: EQUALITY HEALTH CENTER

Number and street (or P.O. box if mail is not delivered to street address): 38 SOUTH MAIN STREET | Room/suite:

City or town, state or province, country, and ZIP or foreign postal code: CONCORD NH 03301

D Employer identification number: 23-7368251

E Telephone number: 603-225-2736

G Gross receipts $ 904,185

F Name and address of principal officer: NICOLE BATES, 36 CANAL STREET, APT 302, SOMERSWORTH NH 03878

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No — If "No," attach a list. (see instructions)

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: ▶ WWW.EQUALITYHC.ORG

H(c) Group exemption number ▶

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other ▶

L Year of formation: 1974 M State of legal domicile: NH

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities:
TO PROVIDE HIGH QUALITY REPRODUCTIVE HEALTH CARE AND LGBTQ SERVICES.

2 Check this box ▶ [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)	3	10
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	10
5 Total number of individuals employed in calendar year 2019 (Part V, line 2a)	5	25
6 Total number of volunteers (estimate if necessary)	6	15
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, line 39	7b	0

	Prior Year	Current Year
Revenue		
8 Contributions and grants (Part VIII, line 1h)	266,972	250,708
9 Program service revenue (Part VIII, line 2g)	585,989	645,678
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	3,874	4,658
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	70,321	3,141
12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	927,156	904,185
Expenses		
13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
14 Benefits paid to or for members (Part IX, column (A), line 4)		0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	602,316	580,541
16a Professional fundraising fees (Part IX, column (A), line 11e)		0
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 14,795		
17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	285,183	319,265
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	887,499	899,806
19 Revenue less expenses. Subtract line 18 from line 12	39,657	4,379
	Beginning of Current Year	**End of Year**
Net Assets or Fund Balances		
20 Total assets (Part X, line 16)	588,256	764,655
21 Total liabilities (Part X, line 26)	45,448	194,047
22 Net assets or fund balances. Subtract line 21 from line 20	542,808	570,608

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ ELIZABETH CAMPBELL TREASURER
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [X] if self-employed	PTIN
CHARLENE T. VALLEE, CPA	CHARLENE T. VALLEE, CPA	11/16/20		P00049215

Firm's name ▶ HENNESSEY & VALLEE, PLLC — Firm's EIN ▶ 47-5012649

Firm's address ▶ 125 N STATE STREET, CONCORD, NH 03301 — Phone no. 603-225-0941

May the IRS discuss this return with the preparer shown above? (see instructions) [ ] Yes [ ] No

For Paperwork Reduction Act Notice, see the separate instructions.

DAA Form 990 (2019)

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

TO PROVIDE HIGH QUALITY REPRODUCTIVE HEALTH CARE AND LGBTQ SERVICES.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 728,240 including grants of $) (Revenue $)

WE SERVED OVER 1,875 CLIENTS FROM NEW HAMPSHIRE, MAINE AND MASSACHUSETTS IN 2018, PROVIDING A WIDE VARIETY OF REPRODUCTIVE HEALTH CARE SERVICES. WE PRIDE OURSELVES ON GIVING EACH CLIENT EXCEPTIONAL, INDIVIDUALIZED CARE IN A NURTURING ATMOSPHERE AND COMFORTABLE ENVIRONMENT BY A TEAM OF EXTRAORDINARY PROFESSIONALS. WE PROVIDE GYNECOLOGICAL CARE, FAMILY PLANNING/BIRTH CONTROL, SURGICAL AND MEDICATION ABORTIONS, MISCARRIAGE MANAGEMENT, FREE PREGNANCY TESTING, FREE OPTIONS COUNSELING, LGBTQ SERVICES, MEN'S SEXUAL HEALTH, TRANSGENDER HEALTH CARE INCLUDING HORMONE THERAPY, TEEN SERVICES, STD/STI/HIV TESTING AND TREATMENT, AND INFORMATION, REFERRALS, AND EDUCATIONAL SPEAKERS.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

N/A

4c (Code:) (Expenses $ including grants of $) (Revenue $)

N/A

4d Other program services (Describe on Schedule O.)

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 728,240

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors* (see instructions)?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I* (see instructions)	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	6		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c X	

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 25			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b	X	
	Note: If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)				
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		X
b	If "Yes," enter the name of the foreign country ▶				
	See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state?		13a		
	Note: See the instructions for additional information the organization must report on Schedule O.				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*		14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year?		15		X
	If "Yes," see instructions and file Form 4720, Schedule N.				
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income?		16		X
	If "Yes," complete Form 4720, Schedule O.				

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	10		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent	1b	10		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶ NH

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[ ] Own website [X] Another's website [X] Upon request [X] Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶

KAREN JOYAL 38 SOUTH MAIN STREET

CONCORD NH 03301 603-225-2736

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
(1) DALIA VIDUNAS	40.00									
EXECUTIVE DIRECTOR	0.00			X				72,747	0	0
(2) NICOLE BATES	2.00									
CHAIR	0.00	X		X				0	0	0
(3) SANDRA BURZON ACKERMAN	1.00									
EX-OFFICIO	0.00	X						0	0	0
(4) DEBRA PETRICK	2.00									
VICE CHAIR	0.00	X		X				0	0	0
(5) ELIZABETH CAMPBELL	2.00									
TREASURER	0.00	X		X				0	0	0
(6) J CLETUS BAIER	2.00									
TREASURER (PAST)	0.00	X		X				0	0	0
(7) GAYLE SPELMAN	2.00									
SECRETARY	0.00	X		X				0	0	0
(8) DEBORAH GERBER	1.00									
BOARD MEMBER	0.00	X						0	0	0
(9) ROBERT KELLY	1.00									
BOARD MEMBER	0.00	X						0	0	0
(10) RICK LAPAGE	1.00									
BOARD MEMBER	0.00	X						0	0	0
(11) JOHN MALMBERG	1.00									
BOARD MEMBER	0.00	X						0	0	0

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
(12) JESS I PLACE	1.00									
BOARD MEMBER	0.00	X						0	0	0
1b Subtotal ▶								72,747		
c Total from continuation sheets to Part VII, Section A ▶										
d Total (add lines 1b and 1c) ▶								72,747		

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 0

		Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above	1f	250,708				
	g Noncash contributions included in lines 1a-1f	1g	$				
	h Total. Add lines 1a–1f ▶			250,708			
			Business Code				
Program Service Revenue	2a HEALTH CARE SERVICES		624100	642,673	642,673		
	b MEDICAL RESIDENT FEES		624100	3,005	3,005		
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a–2f ▶			645,678			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts) ▶			4,658	4,658		
	4 Income from investment of tax-exempt bond proceeds ▶						
	5 Royalties ▶						
			(i) Real	(ii) Personal			
	6a Gross rents	6a					
	b Less: rental expenses	6b					
	c Rental inc. or (loss)	6c					
	d Net rental income or (loss) ▶						
			(i) Securities	(ii) Other			
	7a Gross amount from sales of assets other than inventory	7a					
	b Less: cost or other basis and sales exps.	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss) ▶						
	8a Gross income from fundraising events (not including $ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events ▶						
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities ▶						
	10a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory ▶						
			Business Code				
Miscellaneous Revenue	11a MERCHANDISE SALES		900003	2,413	2,413		
	b MISCELLANEOUS		624100	728	728		
	c						
	d All other revenue						
	e Total. Add lines 11a–11d ▶			3,141			
	12 Total revenue. See instructions ▶			904,185	653,477	0	0

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	72,747	57,906	13,822	1,019
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	429,566	341,934	81,618	6,014
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	37,289	26,624	10,068	597
10 Payroll taxes	40,939	32,588	7,778	573
11 Fees for services (nonemployees):				
a Management				
b Legal	500	500		
c Accounting	3,382	3,382		
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	69,104	66,041	3,063	
12 Advertising and promotion	18,647	15,235	242	3,170
13 Office expenses	23,509	4,425	17,564	1,520
14 Information technology				
15 Royalties				
16 Occupancy	25,618	20,007	5,124	487
17 Travel	1,099	1,099		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	24,789	24,789		
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	17,174	13,413	3,435	326
23 Insurance	18,749	17,024	1,594	131
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a MEDICAL SUPPLIES	85,429	85,429		
b BANK AND CREDIT CARD CHAR	7,041		7,041	
c TELEPHONE AND INTERNET	6,727	5,052	1,480	195
d MEMBERSHIPS	4,740	3,555	711	474
e All other expenses	12,757	9,237	3,231	289
25 Total functional expenses. Add lines 1 through 24e	899,806	728,240	156,771	14,795
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest-bearing		-803	1	65
	2	Savings and temporary cash investments		138,328	2	196,297
	3	Pledges and grants receivable, net		48,038	3	
	4	Accounts receivable, net		55,103	4	159,184
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net		1,420	7	2,360
	8	Inventories for sale or use		12,211	8	28,031
	9	Prepaid expenses and deferred charges		7,424	9	15,621
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 632,450			
	b	Less: accumulated depreciation	10b 424,993	200,787	10c	207,457
	11	Investments—publicly traded securities		125,748	11	155,640
	12	Investments—other securities. See Part IV, line 11			12	
	13	Investments—program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11			15	
	16	Total assets. Add lines 1 through 15 (must equal line 33)		588,256	16	764,655
Liabilities	17	Accounts payable and accrued expenses		45,448	17	29,612
	18	Grants payable			18	
	19	Deferred revenue			19	164,435
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D			25	
	26	Total liabilities. Add lines 17 through 25		45,448	26	194,047
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ▶ [X] and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions		542,808	27	570,608
	28	Net assets with donor restrictions			28	
		Organizations that do not follow FASB ASC 958, check here ▶ ☐ and complete lines 29 through 33.				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		542,808	32	570,608
	33	Total liabilities and net assets/fund balances		588,256	33	764,655

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	904,185
2	Total expenses (must equal Part IX, column (A), line 25)	2	899,806
3	Revenue less expenses. Subtract line 2 from line 1	3	4,379
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	542,808
5	Net unrealized gains (losses) on investments	5	23,421
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	570,608

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a	X	
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b		X
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization: CONCORD FEMINIST HEALTH CENTER

Employer identification number: 23-7368251

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 [ ] A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.

2 [ ] A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)

3 [ ] A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.

4 [ ] A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: .....

5 [ ] An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)

6 [ ] A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.

7 [ ] An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)

8 [ ] A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)

9 [ ] An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: .....

10 [X] An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)

11 [ ] An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.

12 [ ] An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a [ ] **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b [ ] **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c [ ] **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d [ ] **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e [ ] Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations .....

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

DAA

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) 12

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f)) ..... 14 %

15 Public support percentage from 2018 Schedule A, Part II, line 14 ..... 15 %

16a **33 1/3% support test—2019.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support test—2018.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

17a **10%-facts-and-circumstances test—2019.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐

b **10%-facts-and-circumstances test—2018.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	124,338	173,183	191,945	266,972	250,708	1,007,146
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	707,689	623,154	626,744	660,184	653,477	3,271,248
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5	832,027	796,337	818,689	927,156	904,185	4,278,394
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						4,278,394

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6	832,027	796,337	818,689	927,156	904,185	4,278,394
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	1,567	2,140	2,082	3,874		9,663
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	1,567	2,140	2,082	3,874		9,663
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	232	1,041	1,503	70,321		73,097
13 **Total support.** (Add lines 9, 10c, 11, and 12.)	833,826	799,518	822,274	1,001,351	904,185	4,361,154

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	15	98.10 %
16	Public support percentage from 2018 Schedule A, Part III, line 15	16	97.99 %

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2019** (line 10c, column (f), divided by line 13, column (f))	17	%
18	Investment income percentage from **2018** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests—2019.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☒

b **33 1/3% support tests—2018.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in Part VI when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in Part VI what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in Part VI.*	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in Part VI.*	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in Part VI.*	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in Part VI.*	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a		
b	A family member of a person described in (a) above?	11b		
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in Part VI.*	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally-Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).*

a ☐ The organization satisfied the Activities Test. *Complete line 2 below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete line 3 below.*

c ☐ The organization supported a governmental entity. *Describe in Part VI how you supported a government entity (see instructions).*

			Yes	No
2	Activities Test. *Answer (a) and (b) below.*			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. *Answer (a) and (b) below.*			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in Part VI.*	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in Part VI the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount claimed for blockage or other** factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035.	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in Part VI). See instructions.	
7	**Total annual distributions.** Add lines 1 through 6.	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9	Distributable amount for 2019 from Section C, line 6	
10	Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1	Distributable amount for 2019 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2019 (reasonable cause required-explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2019			
a	From 2014			
b	From 2015			
c	From 2016			
d	From 2017			
e	From 2018			
f	Total of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2019 distributable amount			
i	Carryover from 2014 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2019 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2019 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6	Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7	**Excess distributions carryover to 2020.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2015			
b	Excess from 2016			
c	Excess from 2017			
d	Excess from 2018			
e	Excess from 2019			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

PART III, LINE 12 - OTHER INCOME DETAIL

MISCELLANEOUS	$	4,555
CLASS ACTION SETTLEMENT	$	68,542

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2019

Name of the organization	Employer identification number
CONCORD FEMINIST HEALTH CENTER	23-7368251

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust not treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[ ] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) $5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the General Rule applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year ..... ▶ $ .....

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization: CONCORD FEMINIST HEALTH CENTER

Employer identification number: 23-7368251

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	STATE OF NH HIV EARLY INTERVENTION CAPITOL STREET CONCORD NH 03301	$ 75,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	STATE OF NH FAMILY PLANNING GRANT CAPITOL STREET CONCORD NH 03301	$ 63,338	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	CHARTER CHARITABLE FOUNDATION 901 NORTH MAIN STREET CONCORD NH 03301	$ 20,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	THE ARCHIBALD FOUNDATION 7100 ROBERTS ROAD TALLAHASSEE FL 32309	$ 5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	FIDELITY CHARITABLE PO BOX 770001 CINCINNATI OH 45277-0053	$ 5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6	HOPEWELL FOUNDATION PO BOX 470 ROCK HILL SC 29731	$ 20,136	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2019
Open to Public Inspection

Name of the organization: CONCORD FEMINIST HEALTH CENTER

Employer identification number: 23-7368251

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.
Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.
Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
- ☐ Preservation of land for public use (for example, recreation or education)
- ☐ Preservation of a historically important land area
- ☐ Protection of natural habitat
- ☐ Preservation of a certified historic structure
- ☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.
Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $

(ii) Assets included in Form 990, Part X ▶ $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $

b Assets included in Form 990, Part X ▶ $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements.
Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds.
Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ ____ %
b Permanent endowment ▶ ____ %
c Term endowment ▶ ____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations	3a(i)		
(ii) Related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.
Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		30,934		30,934
b Buildings		348,306	201,728	146,578
c Leasehold improvements				
d Equipment		253,210	223,265	29,945
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				207,457

Part VII Investments – Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 12.)* ▶		

Part VIII Investments – Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 13.)* ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ..... [X]

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*			5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X - FIN 48 FOOTNOTE

X

PART XIII - SUPPLEMENTAL FINANCIAL INFORMATION

PART X- FIN 48 FOOTNOTE

THE ORGANIZATION COMPLIES WITH THE ACCOUNTING FOR UNCERTAINTY IN INCOME TAXES STANDARD. ACCORDINGLY, MANAGEMENT HAS EVALUATED ITS TAX POSITIONS AND HAS CONCLUDED THAT THE ORGANIZATION HAS MAINTAINED ITS TAX EXEMPT STATUS, DOES NOT HAVE ANY SIGNIFICANT UNRELATED BUSINESS INCOME, AND HAS TAKEN NO UNCERTAIN TAX POSITIONS THAT REQUIRE ADJUSTMENT OR DISCLOSURE IN ITS FINANCIAL STATEMENTS. WITH FEW EXCEPTIONS, THE ORGANIZATION IS NO LONGER

Part XIII Supplemental Information *(continued)*

SUBJECT TO INCOME TAX EXAMINATIONS BY THE U.S. FEDERAL OR STATE AUTHORITIES FOR YEARS BEFORE 2015.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization: CONCORD FEMINIST HEALTH CENTER

Employer identification number: 23-7368251

DOING BUSINESS AS - ADDITIONAL NAMES

EQUALITY HEALTH CENTER

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990

A COPY OF FORM 990 IS PROVIDED TO THE MEMBERS OF THE BOARD FOR THEIR REVIEW PRIOR TO IT BEING FILED WITH THE INTERNAL REVENUE SERVICE.

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY

POTENTIAL CONFLICTS OF INTEREST ARE REVIEWED ANNUALLY AT A BOARD MEETING.

FORM 990, PART VI, LINE 18 - NO PUBLIC DISCLOSURE EXPLANATION

ALL DOCUMENTS ARE AVAILABLE UPON REQUEST AT THE HEALTH CENTER'S OFFICE.

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION

ALL DOCUMENTS OF THE ORGANIZATION ARE AVAILABLE UPON REQUEST.

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Form **990**

Two Year Comparison Report

For calendar year 2019, or tax year beginning , ending

2018 & 2019

Name: CONCORD FEMINIST HEALTH CENTER

Taxpayer Identification Number: 23-7368251

			2018	2019	Differences
Revenue	1. Contributions, gifts, grants	1.	266,972	250,708	-16,264
	2. Membership dues and assessments	2.			
	3. Government contributions and grants	3.			
	4. Program service revenue	4.	585,989	645,678	59,689
	5. Investment income	5.	3,874	4,658	784
	6. Proceeds from tax exempt bonds	6.			
	7. Net gain or (loss) from sale of assets other than inventory	7.			
	8. Net income or (loss) from fundraising events	8.			
	9. Net income or (loss) from gaming	9.			
	10. Net gain or (loss) on sales of inventory	10.			
	11. Other revenue	11.	70,321	3,141	-67,180
	12. Total revenue. Add lines 1 through 11	12.	927,156	904,185	-22,971
Expenses	13. Grants and similar amounts paid	13.			
	14. Benefits paid to or for members	14.			
	15. Compensation of officers, directors, trustees, etc.	15.	72,747	72,747	
	16. Salaries, other compensation, and employee benefits	16.	529,569	507,794	-21,775
	17. Professional fundraising fees	17.			
	18. Other professional fees	18.	57,060	72,986	15,926
	19. Occupancy, rent, utilities, and maintenance	19.	20,121	25,618	5,497
	20. Depreciation and Depletion	20.	17,336	17,174	-162
	21. Other expenses	21.	190,666	203,487	12,821
	22. Total expenses. Add lines 13 through 21	22.	887,499	899,806	12,307
	23. Excess or (Deficit). Subtract line 22 from line 12	23.	39,657	4,379	-35,278
Other Information	24. Total exempt revenue	24.	927,156	904,185	-22,971
	25. Total unrelated revenue	25.			
	26. Total excludable revenue	26.	660,184	653,477	-6,707
	27. Total assets	27.	588,256	764,655	176,399
	28. Total liabilities	28.	45,448	194,047	148,599
	29. Retained earnings	29.	542,808	570,608	27,800
	30. Number of voting members of governing body	30.	10	10	
	31. Number of independent voting members of governing body	31.	10	10	
	32. Number of employees	32.	21	25	
	33. Number of volunteers	33.	15	15	

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Form **990** | Tax Return History | **2019**

Name: CONCORD FEMINIST HEALTH CENTER

Employer Identification Number: 23-7368251

	2015	2016	2017	2018	2019	2020
Contributions, gifts, grants	124,338	184,503	191,945	266,972	250,708	
Membership dues						
Program service revenue	707,457	622,113	623,159	585,989	645,678	
Capital gain or loss		6,125	19,376			
Investment income	1,567	2,140	2,082	3,874	4,658	
Fundraising revenue (income/loss)						
Gaming revenue (income/loss)						
Other revenue	232	1,041	1,503	70,321	3,141	
Total revenue	833,594	815,922	838,065	927,156	904,185	
Grants and similar amounts paid						
Benefits paid to or for members						
Compensation of officers, etc.	68,889	68,349	69,348	72,747	72,747	
Other compensation	411,310	422,726	465,962	529,569	507,794	
Professional fees	63,004	58,177	50,793	57,060	72,986	
Occupancy costs	23,262	22,817	21,740	20,121	25,618	
Depreciation and depletion	11,860	12,722	13,648	17,336	17,174	
Other expenses	260,189	195,506	164,980	190,666	203,487	
Total expenses	838,514	780,297	786,471	887,499	899,806	
Excess or (Deficit)	-4,920	35,625	51,594	39,657	4,379	
Total exempt revenue	833,594	815,922	838,065	927,156	904,185	
Total unrelated revenue						
Total excludable revenue	709,256	631,419	646,120	660,184	653,477	
Total Assets	494,771	518,408	558,790	588,256	764,655	
Total Liabilities	53,471	45,269	50,702	45,448	194,047	
Net Fund Balances	441,300	473,139	508,088	542,808	570,608	

Federal Statements

Taxable Dividends from Securities

Description	Amount	Unrelated Business	Exclusion Code	Postal Code	Acquired after 6/30/75	US Obs ($ or %)
INVESTMENT INCOME	$ 4,658					
TOTAL	$ 4,658					

Federal Statements

Form 990, Part IX, Line 11g - Other Fees for Service (Non-employee)

Description	Total Expenses	Program Service	Management & General	Fund Raising
PAYROLL SERVICE FEES	$ 714	$ 714	$	$
LABORATORY FEES	29,324	26,261	3,063	
BACKGROUND CHECKS	50	50		
TRANSLATION	715	715		
MEDICAL PRACTITIONERS	31,900	31,900		
OFFICE CLEANING	5,201	5,201		
OTHER	1,200	1,200		
TOTAL	$ 69,104	$ 66,041	$ 3,063	$ 0

Form 990, Part IX, Line 24e - All Other Expenses

Description	Total Expenses	Program Service	Management & General	Fund Raising
LICENSING AND FEES	$ 4,320	$ 4,320	$	$
EQUIPMENT RENTAL	3,978	1,909	2,069	
REPAIR AND MAINTENANCE	2,104	1,641	421	42
POSTAGE AND SHIPPING	1,647	659	741	247
STAFF DEVELOPMENT	708	708		
TOTAL	$ 12,757	$ 9,237	$ 3,231	$ 289

Federal Statements

Schedule A, Part III, Line 1(e)

Description	Amount
OTHER CONTRIBUTIONS	$ 40,537
EVENTS	21,697
STATE OF NH HIV EARLY INTERVENTION CASH CONTRIBUTION	75,000
STATE OF NH FAMILY PLANNING GRANT CASH CONTRIBUTION	63,338
CHARTER CHARITABLE FOUNDATION CASH CONTRIBUTION	20,000
THE ARCHIBALD FOUNDATION CASH CONTRIBUTION	5,000
FIDELITY CHARITABLE CASH CONTRIBUTION	5,000
HOPEWELL FOUNDATION CASH CONTRIBUTION	20,136
TOTAL	$ 250,708

Schedule A, Part III, Line 2(e)

Description	Amount
HEALTH CARE SERVICES	$ 642,673
MEDICAL RESIDENT FEES	3,005
INVESTMENT INCOME	4,658
MISCELLANEOUS	728
MERCHANDISE SALES	2,413
TOTAL	$ 653,477

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Board of Directors
August 2021

Debra Petrick, RN, BSN
Chair
Term exp: May2023

Elizabeth (Liz) Campbell
Treasurer
Term exp: May 2024

Gayle Spelman, PA
Secretary
Term exp: May 2022

Margaret Almeida, PhD, MBA
Term exp: 2023

Dianne Bischoff
Term exp: May 2024

Mary Danca, MD
Term exp: May 2024

Janet DeVito
Term exp: May 2022

Nancy Greenwood
Term exp: May 2024

Rick LaPage, APRN
Term exp: May 2024

John Malmberg, JD
Term exp: May 2024

Julia Morgan
Term exp: May 2024

Bree Sullivan
Term exp: May 2023

EHC Contact Information
Physical & mailing address: 38 South Main Street Concord, NH 03301
Phones: 603-225-2739 (main line); 603-225-6031; 603-224-3251 **Fax:** 603-228-6255
Email: info@equalityhc.org ~ **Web:** www.equalityhc.org
Medical Director, Dr. Elizabeth Sanders:
Executive Director, Dalia Vidunas: dalia@equalityhc.org

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Alexandra Riccio

Family Nurse Practitioner looking for position in Gynecology, Neurology, Endocrinology, Dermatology, or behavioral health.

I am seeking a position as a nurse practitioner in various areas of medicine including gynecology, women's health, neurology, pain management, endocrinology, dermatology, breast care or behavioral health. I have a dynamic personality and I am a hard worker and enjoy working with others. I love seeing my patients improve their health and teaching them to maintain a healthy and fruitful lifestyle.

Willing to relocate to: Andover, NH - Manchester, NH
Authorized to work in the US for any employer

Work Experience

Nurse Practitioner
WOMEN'S CARE - Saratoga Springs, NY
July 2019 to Present

I currently see female patients for wellness and also various diagnoses. I am skilled at endometrial biopsies, iuc insert, implant insert and removal, treatment of stds, birth control education and prescribing, menopause, menstrual problems, migraines, pelvis US.

Nurse Practitioner
Adirondack neurology associates - Glens Falls, NY
November 2017 to Present

I work as a NP seeing patients and diagnosing and treating appropriately.

Nurse Practitioner
Integrative medicine, Classical homeopathy, Pulsed electromagnetic field therapy - Saratoga Springs, NY
2011 to Present

2001-present Center For Bioenergetic Integration: Private practice incorporating Classical Homeopathy, Pulsed Electromagnetic Field therapy, lifestyle, exercise, and nutrition counseling.

Nurse practitioner
FNP Women's Health - Saratoga Springs, NY
August 2008 to October 2017

Planned Parenthood-FNP Women's Health

Nurse Practitioner
Continuum Center for Health and Healing, Beth Israel Hospital - New York, NY
2010 to 2011

FNP Integrative Medical approach to Women's Health and Homeopathy for all ages.

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Nurse Practitioner
Union College Health Services-FNP - Schenectady, NY
2008 to 2009

part-time

NYC-Biology Teacher/part-time
Rudolf Steiner School - New York, NY
2005 to 2007

biology teacher for high school students

RN on cardiac/telemetry unit
Mount Sinai Hospital - New York, NY
2003 to 2004

RN on cardiac unit

Manager and teacher
Bikram Yoga - New York, NY
2001 to 2002

manager of a Bikram yoga studio

Science teacher in Biology
The Ross School - East Hampton, NY
1999 to 2002

biology teacher for high school students

Teaching assistant in Human Anatomy and Physiology
University of Connecticut - Storrs, CT
1995 to 1999

I worked as a graduate student teaching undergraduate's anatomy and physiology relapse.

Teaching assistant in Biology and Zoology
University of Idaho - Moscow, ID
1993 to 1995

biology teacher for undergraduate student

Lecturer on sexual selection and mate choice for Biology 100
University of Idaho
1994 to 1994

course.

ESL teacher for individual and group non-native students
Berlitz School of Languages - New York, NY
1992 to 1993

English teacher for international students

Education

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M.S.
Stony Brook University - Stony Brook, NY
May 2008

B.S.N.
Stony Brook University - Stony Brook, NY
May 2003

certificate in Homeopathy
The New England School of Homeopathy - Amherst, MA
January 1999 to February 2001

Ph.D. in Physiology and Neurobiology
University of Connecticut - Storrs, CT
May 1999

M.S. in Physiology and Neurobiology
University of Connecticut - Storrs, CT
December 1996

B.A. in Biology
Skidmore College - Saratoga Springs, NY
May 1992

Nursing Licenses

RN
Expires: January 2020

State: NY

CNP
Expires: January 2021

State: NY

Skills

Nurse Practitioner, BLS, Family Nurse Practitioner, Healthcare, PowerPoint, Excel, pediatric, training, EMR, ACLS

Certifications and Licenses

RN
January 2021

Registered Nurse Since 2003

Family Nurse Practitioner
January 2020

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- Licensed as A FNP-C in NYS with national certification

Additional Information

- Computer Skills: I am proficient in using EMR, Word, Excel, and Adobe Photoshop programs.
- German Language: I am proficient in German at the college level.
- Bikram Yoga: I have been studying and practicing Bikram Yoga for 20 years. I managed and taught at a Bikram Yoga studio in Bridgehampton, NY.

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DALIA M. VIDUNAS, MSW

HIGHLIGHTS OF QUALIFICATIONS

Versatile, result oriented administrator with experience in developing and implementing programs, training, quality management, troubleshooting, negotiations, and people management skills.

- Experienced in working with diverse organizations and bringing them together to one table
- Demonstrated proficiency in managing simultaneous projects
- Vast experience in training and public speaking, including national level conferences
- Developed and implemented statewide policies and procedures pertaining to domestic violence, substance abuse, child abuse/neglect and sexual assault

PROFESSIONAL EXPERIENCE

Executive Director **2010 – present**
Equality Health Center, Concord, NH: EHC is a non-profit medical facility focusing on reproductive health care and family planning. Responsible for overhauling entire $900,000 program to tighten focus, streamline operations and foster an atmosphere of empowerment and accountability. Directly responsible for functions involving strategic planning and implementation; program development, implementation and coordination; fund-raising; marketing plan development.

Medical Case Management Consultant **2007 - 2010**
Aetna/Schaller Anderson Medical Administrators, Inc., Concord, NH: Facilitated the coordination, continuity, accessibility and appropriate utilization of services to secure quality healthcare while promoting cost effective outcomes and improve program/operational efficiency involving clinical issues to high risk Medicaid clients. Assisted with the development of policies and procedures related to care management. Identified and reported gaps in the medical and social service delivery system through data collection, tracking and analysis.

Consultant **2006 - 2007**
Concord, NH: Specializing in working with non-profits in the areas of Strategic Planning, Operations/Process Improvement, Change Management, Fund Development and Grant Writing.

Executive Director **2002 - 2005**
Community Services Council of New Hampshire, Concord, NH: Oversaw all operations of a non-profit social service agency with an annual budget of over 3.5 million dollars. Implemented and maintained comprehensive management policies and procedures to ensure sound financial, programmatic and administrative operations. Programs included: residential substance abuse treatment program; residential and day services for people with developmental disabilities; NH's Homeless Management Information System; a state-wide 24/7 information and referral service; Medicare advocacy programs.

Medicare Program Educator **2000 - 2002**
Northeast Health Care Quality Foundation, Dover, NH: Conducted over 150 seminars pertaining to Medicare and aging issues for consumers and professionals. Conducted consumer focus groups in three states related to preventive health care benefits, analyzed and interpreted data for Medicare and presented findings at national conferences. Developed Consumer and Professional Resource Guides and multiple health care brochures for New Hampshire, Maine and Vermont.

NH Department of Health and Human Services Program Specialist **1992 - 1999**
Long Term Care Program Specialist, Division of Elderly and Adult Services, Concord, NH: Designed and developed state-wide long term care initiatives for the elderly and adults with disabilities. Coordinated and facilitated state-wide and community-based public forums. Principle author of New Hampshire's State Plan on Aging: 1998-2000. Full project management and evaluation of numerous grants and programs.

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Child Protection Program Specialist Division for Children, Youth and Families, Concord, NH: Developed and coordinated the implementation of all child protection policies for New Hampshire, integrating for the first time domestic violence and later Court Appointed Special Advocates with NH's child protection services policies and procedures. Provided technical assistance and training to child protection services staff, community agencies, and law enforcement.

Director 1986 - 1992
Victim Assistance Program, Office of the Strafford County Attorney, Dover, NH: Founded program to assist victims of violent crime through the criminal court process via intervention, a coordinated forensic interviewing process, providing information/support and referrals. Established the Sexual Assault Response Team for Strafford County. Collaborated in the development and implementation of state-wide multi-disciplinary approaches to adult sexual assault and child maltreatment. Testified on numerous Legislative Bills pertaining to sexual assault, domestic violence and child maltreatment. Member of several NH Legislative Study Committees.

Child Protective Service Worker 1982 - 1986
NH DHHS Division for Children, Youth and Families, Nashua and Rochester, NH: Investigated allegations of child maltreatment, specializing in sexual abuse. Conducted comprehensive assessments and evaluation of family dynamics to evaluate risks to child(ren). Collaborated with law enforcement in criminal investigations. New Hampshire Foster Parent Trainer.

Child Care Worker 1979 - 1981
Dover Children's Home, Dover, NH: Responsible for the care and social development of children, ages 7-18, in an intermediate level residential group home. Conducted weekly group sessions with adolescent girls. Developed and implemented a teen independent living program.

EDUCATION

- Master of Social Work: Administration/Community Organization, 1999, University of NH, Durham, NH
- Bachelor of Arts: Dual Major: Social Work/Psychology, 1979, University of NH, Durham, NH

PROFESSIONAL DEVELOPMENT COURSEWORK

Strategic Organizational Learning, HIPAA Overview, Writing in Plain Language, Total Quality Management - Train the Trainers, Dual Diagnosis and Treatment, Disease Management and Substance Abuse, Domestic & Sexual Violence Volunteer Training, Medicare Health Insurance Counseling, Education and Assistance Services (HICEAS) Volunteer Training, Court Appointed Special Advocate (CASA) Volunteer Training, Microsoft Office, PageMaker

PROFESSIONAL ORGANIZATIONS

- National Association of Social Workers 1995 - present
- New Hampshire Elder Rights Coalition 2001 - 2005
- New Hampshire Attorney General's Task Force on Child Abuse and Neglect 1989 - 1999
- New Hampshire Governor's Commission on Domestic Violence 1996 - 1998
- Northern NE Professional Society on the Abuse of Children, *Board of Directors* 1992 - 1995
- Sexual Assault Support Services, *Board of Directors* 1988 - 1992

AWARDS

- "Outstanding Commitment to Improving the Lives of Children", 1997, awarded by the New Hampshire Court Appointed Special Advocates (CASA).
- "Outstanding Dedication and Service", 1994, awarded by the New Hampshire Attorney General's Task Force on Child Abuse and Neglect.

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Lisa Hall

Employment:
1995 to the present: Equality Health Center (formerly Concord Feminist Health Center), 38 S. Main St. Concord, NH 03301
Title: Medical Services Coordinator

Direct Client Care Responsibilities

- Phones/Appt. making
- Health education counseling
- Reviewing and documenting medical histories for the providers
- Limited OB Ultrasound for gestational dating
- Assisting the medical providers with medical procedures
- Sterilizing medical instruments
- Miscellaneous medical /office duties-filing, confirming appointments, verifying insurance
- Talking to clients lacking funds to pay for their appointments and discuss their options with them and problem-solve ways to get fee together.

Medical Trends and Services

- Program Development: Encourage, establish, and work to implement new and existing models of care.
- Promoting teamwork with providers and employees that encourage and exemplify client-centered care

Medical Supplies Ordering

- Responsible for inventory and ordering of all medications and medical supplies necessary to run the medical office.
- Researching Vendors to ensure we are getting the best prices possible.
- Communicating with Finance Coordinator regularly regarding inventory and Ordering Budget to ensure that spending is in line with the set budget

Maintaining of Lab reports and Lab Log

- Ensure that all ordered lab tests are documented appropriately
- Obtain and File lab reports in the client's chart and bring to the attention of the ordering provider in a timely manner
- Follow up with practitioner or client as needed
- Discuss lab quality assurance issues with staff as needed

Training Coordinator

- Consult with pertinent staff to know what trainings need to occur
- Orientation of new staff to the organization.
- Work with Executive Director to ensure all necessary paperwork for new employees is in compliance with state regulations and office policies
- Help organize and maintain Personnel Files/training schedules
- On-going training support to staff
- Address training weaknesses/areas needing improvement
- Do 3 month Evaluations for all new hires
- Oversee Rapid HIV Testing Program

Medical Hiring Coordinator

- Keeping track of hiring needs by communicating with pertinent staff
- Advertising for Positions as needed
- Weed/Cull through Applicants with Hiring Committee
- Initial Phone/email contact with promising candidates to find closest CFHC matches
- Arranging Interviewing schedule
- Interviewing of candidates
- Part of group that decides who should be hired
- Reference checks of applicants

Outreach and Education

- Sexual Education presentations to community youth and to school educators
- Health Fair presenter at local community colleges
- Developing health education materials for website

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ELIZABETH ANN SANDERS, MD

Profile

Board Certified in Family Medicine 1997. Solo owner of a successful Family Practice office 2001-current. User of Centricity EMR since 1995 and Allscripts PM since 2006. Dedicated physician with excellent clinical skills.

Employment

2/01-current	Sanders Family Medicine, PLLC, Concord, NH; owner, solo Family Practice office. The office is one of only three independent primary care practices in the community, and has been fully electronic since inception. We are highly respected in the community for offering comprehensive, individualized, quality medical care.
6/97-1/01	Family Physicians of Hopkinton, Hopkinton, NH; small Family Practice group, hospital owned
3/94-5/95	Antrim Girls Shelter, Antrim, NH; adolescent gynecology and medicine
1/94-5/95	Concord Feminist Health Center, Concord, NH; office gynecology, colposcopy and LEEP; special interest in cervical dysplasia
4/94-5/95	Planned Parenthood of Northern New England, Bedford, NH; Gyn consultant, colposcopy clinics
1/92-8/93	Dubai London Clinic, Dubai, UAE; small multi-specialty group; general OB/Gyn, general adult medical care, some pediatrics
7/90-10/91	Fargo Clinic, Fargo, ND; large multi-specialty group, general OB/Gyn, special interest in cervical dysplasia, colposcopy and lower genital tract laser
7/89-5/90	Clinical Associates, Baltimore, MD; large multi-specialty group, general OB/Gyn work

Education

5/95-6/97	Dartmouth Family Practice Residency, Concord, NH
9/85-6/89	State University of New York at Buffalo OB/Gyn Residency, Buffalo, NY; Russell B. Van Coevering award for excellence in patient care
9/81-6/85	University of Minnesota, Minneapolis, MN, Doctor of Medicine; volunteer work in Uganda with Minnesota International Health Volunteers; volunteer work with Riverside People's Center (free clinic)

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9/80-6/81	University of Minnesota, Minneapolis, MN, graduate work in Genetics
8/76-6/80	Stanford University, Palo Alto, CA, BA English; varsity women's soccer; semester in Vienna, Austria; volunteer work with homeless Hemel Hempstead, England
9/63-6/76	Breck School, Minneapolis, MN, National Merit Scholar

References available upon request.

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New Hampshire Department of Heatlh and Human Services
Staff List Form
Division of Public Health Services

Proposal Agency Name: NH Woman's Health Service d/b/a Equality Health Center
Program: TANF
Budget Period: July 1, 2021-December 31, 2021

A	B	C	D	E	F	
				Amnt	Amount	
		Projected		Funded	for	
		Hrly Rate		by this	by other	
		as of 1st		program	sources	
		Day of		for	for	
	Current Individual in	Budged	Hours per	Budget	Budget	
Position Title	Position	Period	Week	Period	Period	Site#
Example:						
Program Coordinator	Sandra Smith	$ 21.00	40	$ 43,680	$ 43,680	
Administrative Salaries						
Executive Director	Dalia Vidunas	$ 36.41	40	$0	75,733	
Finance Director	Karen Joyal	28.31	10	$0	14,721	
Total Admin Salaries				0	90,454	
Direct Service Salaries						
APRN-Nurse Practioner	Alexandra Riccio	$ 50.00	32	$7,053	76,147	
RN	Lauren Rouse	25.00	40	$0	52,000	
Lab Manager	Sarah Anderson	19.00	40	$0	39,520	
Medical Services Coordinator	Lisa Hall	23.57	40	$0	49,026	
Health Care Worker	Cassandra O'Keefe	15.00	40	$0	31,200	
Health Care Worker	Cecile O'Keefe	20.90	40	$0	43,472	
Total Direct Salaries				7,053	291,365	
Total Salaries by Program				$ 7,053	$ 381,819	

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New Hampshire Department of Heatlh and Human Services
Staff List Form
Division of Public Health Services

Proposal Agency Name: NH Woman's Health Service d/b/a Equality Health Center
Program: Family Planning Services
Budget Period: July 1, 2021-June 30, 2022

A	B	C	D	E	F	
				Amnt	Amount	
		Projected		Funded	for	
		Hrly Rate		by this	by other	
		as of 1st		program	sources	
		Day of		for	for	
	Current Individual in	Budged	Hours per	Budget	Budget	
Position Title	Position	Period	Week	Period	Period	Site*
Example:						
Program Coordinator	Sandra Smith	$ 21.00	40	$ 43,680	$ 43,680	
Administrative Salaries						
Executive Director	Dalia Vidunas	$ 36.41	40	$2,179	73,554	
Finance Director	Karen Joyal	28.31	10	$0	14,721	
Total Admin Salaries				2,179	88,275	
Direct Service Salaries						
APRN-Nurse Practioner	Alexandra Riccio	$ 50.00	32	$2,099	81,101	
RN	Lauren Rouse	25.00	40	$5,720	46,280	
Lab Manager	Sarah Anderson	19.00	40	$4,347	35,173	
Medical Services Coordinator	Lisa Hall	23.57	40	$5,393	43,633	
Health Care Worker	Cassandra O'Keefe	15.00	40	$3,432	27,768	
Health Care Worker	Cecile O'Keefe	20.90	40	$4,782	38,690	
Total Direct Salaries				25,773	272,645	
Total Salaries by Program				$ 27,952	$ 360,920	

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 28, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend existing contracts with the vendors listed in bold below for family planning services, by decreasing the total price limitation by $18,615 from $6,740,866 to $6,722,251 with no change to the contract completion dates of June 30, 2021 effective upon Governor and Council approval. 100% General Funds.

The original contracts and subsequent amendments were approved by Governor and Council as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Amoskeag Health	**157274 -B001**	**Manchester, NH**	**$530,172**	**($556)**	**$529,616**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Community Action Program – Belknap Merrimack Counties, Inc.	177203 -B003	Concord, NH	$773,790	$0	$773,790	O: 11/08/2017 Item #21A A01: 8/14/2018
Concord Hospital, Inc. Family Health Center	**177653 -B011**	**Concord, NH**	**$518,196**	**($453)**	**$517,743**	**O: 11/08/2017 Item #21A A01: 8/14/2018 A02: 06/19/19 Item #78F A03: 12/18/19 Item #16**
Coos County Family Health	**155327 -B001**	**Berlin, NH**	**$314,540**	**($1,052)**	**$313,488**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**

Equality Health Center	**257562 -B001**	**Concord, NH**	**$359,600**	**($619)**	**$358,981**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Joan G. Lovering Health Center	**175132 -R001**	**Greenland, NH**	**$445,792**	**($102)**	**$445,690**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Lamprey Health Care	**177677 -R001**	**Nashua, NH**	**$925,204**	**($2,276)**	**$922,928**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Mascoma Community Health Care, Inc.	283136 -B001	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177628 -R002**	**Colchester, VT**	**$2,296,000**	**($13,557)**	**$2,282,443**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
White Mountain Community Health Center	174170 -R001	Conway, NH	$377,572	$0	$377,572	O: 11/08/2017 Item #21A A01: 06/26/19 Late Item #A
		Total:	**$6,740,866**	**($18,615)**	**$6,722,251**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to reduce funding for contractors funded through the family planning program in order to allow the Department to fund the Family Planning Program database.

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse. Approximately 14,000 individuals will be served from July 1, 2020 to June 30, 2021.

The Family Planning Program database is essential to programmatic activities, performance, and required for program evaluation. In the past, the database was funded solely through federal funds. However, federal regulations do not allow the use of federal funds for this database.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other clinical services including breast and cervical cancer screenings. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The Department will continue monitoring contracted services using the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the Department will be unable to fund the Family Planning Program database, which is essential to programmatic activities, performance, and required program evaluation. Without the Family Planning Program database, the program will not be in federal compliance with the Office of Population Affairs Title X program requirements, which could result in program would losing federal funding.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2020	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
2021	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2021	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
			Subtotal:	*$592,534*	*$0*	*$592,534*

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% Federal Funds

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$193,034*	$0	*$193,034*

[redacted]

Family Planning Fiscal Details

Coos County Family Health Center — Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$132,548*	*$0*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$156,800*	*$0*	*$156,800*

Joan G. Lovering Health Care — Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$199,896*	*$0*	*$199,896*

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$403,164*	*$0*	*$403,164*

Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$219,850	$0	$219,850

Mascoma Community Health Center			Vendor ID #283136-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$154,764	$0	$154,764
			AU 5530 TOTALS:	$2,385,022	$0	$2,385,022

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% General Funds

Concord Hospital				Vendor ID #177653-B011		PO 1059168
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$96,517	$0	$96,517
2021	102-500731	Contracts for Program Services	90080208	$96,517	($453)	$96,064
			Subtotal:	*$193,034*	*($453)*	*$192,581*

Coos County Family Health Center				Vendor ID #155327-B001		PO 1069366
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$66,274	$0	$66,274
2021	102-500731	Contracts for Program Services	90080208	$68,274	($1,052)	$65,222
			Subtotal:	*$132,548*	*($1,052)*	*$131,496*

Family Planning Fiscal Details

Equality Health Center				Vendor ID #257562-B001		PO 1069192
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$78,400	$0	$78,400
2021	102-500731	Contracts for Program Services	90080208	$78,400	($619)	$77,781
			Subtotal:	*$156,800*	*($619)*	*$156,181*
Joan G. Lovering Health Care				Vendor ID #175132-R001		PO 1069193
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$99,948	$0	$99,948
2021	102-500731	Contracts for Program Services	90080208	$99,948	($102)	$99,846
			Subtotal:	$199,896	($102)	$199,794
Lamprey Health Care				Vendor ID #177677-R001		PO 1069349
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$201,582	$0	$201,582
2021	102-500731	Contracts for Program Services	90080208	$201,582	($2,276)	$199,306
			Subtotal:	*$403,164*	*($2,276)*	*$400,888*
Amoskeag Health		Vendor ID #157274-B001				PO 1069352
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$109,925	$0	$109,925
2021	102-500731	Contracts for Program Services	90080208	$109,925	($556)	$109,369
			Subtotal:	*$219,850*	*($556)*	*$219,294*
Planned Parenthood of Northern New England				Vendor ID #177528-R002		
100% General Funds						PO 1069194
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$874,000	$0	$874,000
2021	102-500731	Contracts for Program Services	90080208	$874,000	($13,557)	$860,443
			Subtotal:	*$2,296,000*	*($13,557)*	*$2,282,443*
			AU 5530 TOTALS:	$3,601,292	($18,615)	$3,582,677

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*

Equality Health Center Vendor ID #267562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500

2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care	Vendor ID #177677-R001					
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health	Vendor ID #157274-B001					
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center	Vendor ID #283136-B001					
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center	Vendor ID #174170-R001					
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6148 TOTAL:	$754,552	$0	$754,552
			Totals	$6,740,866	($18,615)	$6,722,251

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Family Planning Services

This 3rd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Equality Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 38 South Main Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), as amended on June 19, 2019, (Late Item #78), and as amended on December 18, 2019, (Item # 16), 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, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $358,981.

2. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Exhibit B-2, Exhibit B-3, Exhibit B-4, B-5, Budget Amendment #2, Exhibit B-6, Budget Amendment #3, Exhibit B-7, Budget Amendment #2, and Exhibit B-8, Budget Amendment #2.

3. Modify Exhibit B-6, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021 by replacing in its entirety with Exhibit B-6, Amendment #3 Budget Family Planning Funds, State Fiscal Year 2021, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. 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

5-22-2020
Date

Name: Christine Tappan
Title: Associate Commissioner

Equality Health Center

5/21/2020
Date

Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

May 29, 2020
Date

J Christopher Marshall
Name:
Title:

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 B-6, Amendment #3
Budget Family Planning Funds

New Hampshire Department of Health and Human Services

Bidder/Program Name: Equality Health Center

Budget Request for: RFA-2018-DPHS-03-FAMIL-04-A03 Family Planning Services

Budget Period July 1, 2020–June 30, 2021

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 202,700		$ 202,700	$ 131,610		$ 131,610	$ 71,090		$ 71,090
2. Employee Benefits	$ 15,509		$ 15,509	$ 10,068		$ 10,068	$ 5,441		$ 5,441
3. Consultants			$ -			$ -	$ -		$ -
4. Equipment:			$ -			$ -	$ -		$ -
Rental			$ -			$ -	$ -		$ -
Repair and Maintenance			$ -			$ -	$ -		$ -
Purchase/Depreciation			$ -			$ -	$ -		$ -
5. Supplies:			$ -			$ -	$ -		$ -
Educational	$ 750		$ 750	$ 750		$ 750	$ -		$ -
Lab			$ -			$ -	$ -		$ -
Pharmacy	$ 500		$ 500	$ 250		$ 250	$ 250		$ 250
Medical	$ 450		$ 450			$ -	$ 450		$ 450
Office	$ 2,678		$ 2,678	$ 2,678		$ 2,678	$ -		$ -
6. Travel	$ 614		$ 614	$ 614		$ 614	$ -		$ -
7. Occupancy	$ 17,102		$ 17,102	$ 17,102		$ 17,102	$ -		$ -
8. Current Expenses			$ -			$ -	$ -		$ -
Telephone	$ 2,685		$ 2,685	$ 2,685		$ 2,685	$ -		$ -
Postage	$ 628		$ 628	$ 628		$ 628	$ -		$ -
Subscriptions	$ 1,716		$ 1,716	$ 1,716		$ 1,716	$ -		$ -
Audit and Legal	$ 1,370		$ 1,370	$ 1,370		$ 1,370	$ -		$ -
Insurance	$ 6,566		$ 6,566	$ 6,566		$ 6,566	$ -		$ -
Board Expenses	$ 397		$ 397	$ 397		$ 397	$ -		$ -
9. Software			$ -			$ -	$ -		$ -
10. Marketing/Communications	$ 1,050		$ 1,050	$ 1,050		$ 1,050	$ -		$ -
11. Staff Education and Training	$ 1,000		$ 1,000	$ 1,000		$ 1,000	$ -		$ -
12. Subcontracts/Agreements			$ -			$ -	$ -		$ -
13. Other-Translation Services	$ 300		$ 300			$ -	$ 300		$ 300
Other-Licenses	$ 250		$ 250			$ -	$ 250		$ 250
			$ -			$ -	$ -		$ -
			$ -			$ -	$ -		$ -
Total	$ 256,265	$ -	$ 256,265	$ 178,484	$ -	$ 178,484	$ 77,781	$ -	$ 77,781

Indirect As A Percent of Direct

DEC05'19 PM 2:26 DAS

16 mar

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 3, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **retroactively** amend an existing agreement with the vendors listed below in **bold**, to provide Family Planning Services, by increasing the price limitation by $1,200,000 from $5,540,866 to $6,740,866, effective July 1, 2019, with no change to the completion date of June 30, 2021, upon Governor and Executive Council approval. 100% General Funds.

Seven (7) of the ten (10) vendors, which includes Planned Parenthood of Northern New England (PPNNE), have attested to their inability to participate in the Title X program as recent federal regulations inhibit their ability to provide a full range of family planning services. Six (6) vendors do not see an increase in their overall budget as General Funds will backfill their existing budgets. PPNNE will receive additional General Funds to restore their federal Title X award to allow them to continue to provide comprehensive family planning services.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Decrease Amount – Federal Funds	Increased Amount- General Funds	Revised Modified Budget	G&C Approval
Amoskeag Health	**157274-B001**	**Manchester, NH**	**$530,172**	**($105,894)**	**$105,894**	**$530,172**	**O: 11/08/2017 A01: 06/19/19 Item #78F**
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	$773,790	$0	$0	$773,790	O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$518,196**	**($92,978)**	**$92,978**	**$518,196**	**O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A**
Coos County Family Health	**155327-B001**	**Berlin, NH**	**$314,540**	**($63,844)**	**$63,844**	**$314,540**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Equality Health Center	**257562-B001**	**Concord, NH**	**$359,600**	**($75,524)**	**$75,524**	**$359,600**	**O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$445,792**	**($96,282)**	**$96,282**	**$445,792**	**O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A**
Lamprey Health Care	**177677-R001**	**Nashua, NH**	**$925,204**	**($194,190)**	**$194,190**	**$925,204**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Mascoma Community Health Care, Inc.	283136-B001	Canaan, NH	$200,000	$0	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177528-R002**	**Colchester, VT**	**$1,096,000**	**$0**	**$1,200,000**	**$2,296,000**	**O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A**
White Mountain Community Health Center	174170-R001	Conway, NH	$377,572	$0	$0	$377,572	O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A
		Total	**$5,540,866**	**($628,712)**	**$1,828,712**	**$6,740,866**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **retroactive** because funds anticipated to be available in Fiscal Year 2020 were not yet appropriated in the operating budget due to the continuing resolution; funds became available on September 25, 2019.

The purpose of this request is to implement section 902010-5530 of HB3. These general funds will supplant federal Title X funding allowing the New Hampshire Family Planning Program (NHFPP) to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations.

The funding change is due to changes in federal regulation of the Title X program. Seven of the ten Title X agencies have attested that they will no longer participate in the Title X program (as of July 1, 2019) as the federal rule change limits their ability to provide a full range of family planning services including limiting their ability to refer patients for abortion services. Two agencies have attested that they will continue to provide services under Title X. One agency, Mascoma Community Health Care has notified DHHS that they will no longer participate in the NH family planning program as of July 1, 2019. In accordance with HB3, this contract utilizes general funds to replace federal funds. Other than NH DHHS, the only agency that contracted directly with the federal gov't for Title X funding was PPNNE (PPNNE does not receive federal funds through DHHS). As PPNNE is no longer accepting Title X federal funds, PPNNE will receive additional general funds of $1.2M in accordance with HB3.

Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. Through this contract, the New Hampshire Family Planning Program is partnering with health centers in both rural and urban settings to ensure that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State, as there is no other system for affordable, comprehensive reproductive health care services.

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities, which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 100% General Funds.

In the event that the Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

Family Planning Fiscal Details

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2020	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
2021	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2021	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
			Subtotal:	*$592,534*	*$0*	*$592,534*

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% Federal Funds

Concord Hospital Vendor ID #177653-B011

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
2021	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
			Subtotal:	*$286,012*	*($92,978)*	*$193,034*

Coos County Family Health Center — Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
2021	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
			Subtotal:	*$196,392*	*($63,844)*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
2021	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
			Subtotal:	*$232,324*	*($75,524)*	*$156,800*

Family Planning Fiscal Details

Joan G. Lovering Health Care — Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
2021	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
			Subtotal:	*$296,178*	*($96,282)*	*$199,896*

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
2021	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
			Subtotal:	*$597,354*	*($194,190)*	*$403,164*

Amoskeag Health — Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
2021	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
			Subtotal:	$325,744	($105,894)	$219,850

Mascoma Community Health Center — Vendor ID #283136-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$154,764	$0	$154,764

AU 5530 TOTALS:	$3,013,734	($628,712)	$2,385,022

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% General Funds

Concord Hospital — Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
2021	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
			Subtotal:	*$100,056*	*$92,978*	*$193,034*

Coos County Family Health Center — Vendor ID #165327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
2021	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
			Subtotal:	*$68,704*	*$63,844*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
2021	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
			Subtotal:	*$81,276*	*$75,524*	*$156,800*
Joan G. Lovering Health Care			Vendor ID #175132-R001			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
2021	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
			Subtotal:	$103,614	$96,282	$199,896
Lamprey Health Care			Vendor ID #177677-R001			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
2021	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
			Subtotal:	*$208,974*	*$194,190*	*$403,164*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
2021	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
			Subtotal:	*$113,956*	*$105,894*	*$219,850*
Planned Parenthood of Northern New England			Vendor ID #177528-R002			

100% General Funds						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
2021	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
			Subtotal:	*$1,096,000*	*$1,200,000*	*$2,296,000*
			AU 5530 TOTALS:	$1,772,580	$1,828,712	$3,601,292

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTA
TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY
ASSISTANCE TO NEEDY FAMILIES
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds
FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Joan G. Lovering Health Care		**Vendor ID #176132-R001**				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care		**Vendor ID #177677-R001**				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health		**Vendor ID #157274-B001**				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center		**Vendor ID #283136-B001**				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center		**Vendor ID #174170-R001**				

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6146 TOTAL:	$754,552	$0	$754,552
			Totals	$5,540,866	$1,200,000	$6,740,866

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Services Contract

This 2nd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Equality Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 38 South Main Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A) and as amended by the Department on June 26, 2019 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the price limitation and the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
2. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Family Planning Clinical Services Guidelines.
3. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement
4. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #2, NH Family Planning Workplan
5. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions.
6. Delete Attachment E, NH Title X Family Planning Program Data Elements, in its entirety and replace with Attachment E, Amendment #2, NH Family Planning Program Data Elements.
7. Delete Exhibit F, Title X Reporting Calendar and replace with Exhibit F, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.
8. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B,

Amendment #2, Method and Conditions Precedent to Payment.

9. Add Exhibit B-5, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2020
10. Add Exhibit B-6, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021
11. Add Exhibit B-7, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2020
12. Add Exhibit B-8, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2021
13. Add Exhibit K, DHHS Information Security Requirements

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

11/14/19
Date

Name: Lisa Morris
Title: Director

Equality Health Center

Nov 8, 2019
Date

Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 11/08/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Cecile T. O'Keefe
Name and Title of Notary or Justice of the Peace

CECILE T. O'KEEFE, Notary Public
My Commission Expires July 10, 2024

My Commission Expires: _____

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/26/19
Date

Name: CATHERINE PINOS
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who

are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred (600) users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.6. Clinical Services – Requirements:

4.6.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.6.2. The Contractor has elected not to accept Title X funding for the performance of these services. In the event Contractor elects to accept Title X funding in the future, Contractor agrees to fully comply with Title X regulations and that this Agreement be amended accordingly.

4.6.3. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.6.4. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff providing services under this contract must also sign prior to providing direct care and/or education.

4.6.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.6.6. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

4.7. STD and HIV Counseling and Testing – Requirements:

4.7.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC *Sexually Transmitted Diseases Treatment Guidelines* and any updates.

4.7.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.7.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.8. Health Education Materials:

4.8.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release. Examples of material topics include:

4.8.1.1. Sexually Transmitted Diseases (STD)

4.8.1.2. Contraceptive methods

4.8.1.3. Pre-conception care

4.8.1.4. Achieving pregnancy/infertility

4.8.1.5. Adolescent reproductive health

4.8.1.6. Sexual violence

4.8.1.7. Abstinence

4.8.1.8. Pap tests/cancer screenings

4.8.1.9. Substance abuse services

4.8.1.10. Mental health

4.8.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.8.3. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

4.8.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support only outreach and promotional activities.

4.9. Sterilization Services:

4.9.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements.

4.10. Confidentiality:

4.10.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be

necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with State and Federal laws.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, using the Departments template (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.5.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one

month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general demographic and clinical data (see Attachment D,), utilizing the data system currently in use by the NH FPP.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1801NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-5, Budget Amendment #2, Exhibit B-6, Budget Amendment #2, Exhibit B-7, Budget Amendment #2, and Exhibit B-8, Budget Amendment #2.
   - 4.2. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
   - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
   - 4.5. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-5 Budget
Family Planning

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services

Budget Period July 1, 2019--June 30, 2020

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 180,706.20		$ 180,706.20	$ 111,176.20		$ 111,176.20	$ 69,530.00		$ 69,530.00
2. Employee Benefits	$ 13,825.02		$ 13,825.02	$ 8,504.98		$ 8,504.98	$ 5,320.05		$ 5,320.05
3. Consultants			$ -			$ -	$ -		$ -
4. Equipment:			$ -			$ -	$ -		$ -
Rental			$ -			$ -	$ -		$ -
Repair and Maintenance			$ -			$ -	$ -		$ -
Purchase/Depreciation			$ -			$ -	$ -		$ -
5. Supplies:			$ -			$ -	$ -		$ -
Educational	$ 750.00		$ 750.00			$ -	$ 750.00		$ 750.00
Lab			$ -			$ -	$ -		$ -
Pharmacy	$ 500.00		$ 500.00	$ 250.00		$ 250.00	$ 250.00		$ 250.00
Medical	$ 450.00		$ 450.00			$ -	$ 450.00		$ 450.00
Office	$ 2,678.00		$ 2,678.00	$ 2,678.00		$ 2,678.00	$ -		$ -
6. Travel	$ 614.00		$ 614.00	$ 364.00		$ 364.00	$ 250.00		$ 250.00
7. Occupancy	$ 17,102.00		$ 17,102.00	$ 17,102.00		$ 17,102.00	$ -		$ -
8. Current Expenses			$ -			$ -	$ -		$ -
Telephone	$ 2,685.00		$ 2,685.00	$ 2,685.00		$ 2,685.00	$ -		$ -
Postage	$ 628.00		$ 628.00	$ 628.00		$ 628.00	$ -		$ -
Subscriptions	$ 1,716.00		$ 1,716.00	$ 1,716.00		$ 1,716.00	$ -		$ -
Audit and Legal	$ 1,370.00		$ 1,370.00	$ 1,370.00		$ 1,370.00	$ -		$ -
Insurance	$ 6,566.00		$ 6,566.00	$ 6,566.00		$ 6,566.00	$ -		$ -
Board Expenses	$ 397.00		$ 397.00	$ 397.00		$ 397.00	$ -		$ -
9. Software			$ -			$ -	$ -		$ -
10. Marketing/Communications	$ 1,050.00		$ 1,050.00			$ -	$ 1,050.00		$ 1,050.00
11. Staff Education and Training	$ 1,000.00		$ 1,000.00	$ 750.00		$ 750.00	$ 250.00		$ 250.00
12. Subcontracts/Agreements			$ -			$ -	$ -		$ -
13. Other-Translation Services	$ 300.00		$ 300.00			$ -	$ 300.00		$ 300.00
Other-Licenses	$ 250.00		$ 250.00			$ -	$ 250.00		$ 250.00
			$ -			$ -	$ -		$ -
			$ -			$ -	$ -		$ -
Total	$ 232,587.22	$ -	$ 232,587.22	$ 154,187.18	$ -	$ 154,187.18	$78,400	$ -	$78,400

Indirect As A Percent of Direct -

Exhibit B-6 Budget
Family Planning

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services

Budget Period July 1, 2020--June 30, 2021

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 180,706.20		$ 180,706.20	$ 111,176.20		$ 111,176.20	$ 69,530.00		$ 69,530.00
2. Employee Benefits	$ 13,825.02		$ 13,825.02	$ 8,504.98		$ 8,504.98	$ 5,320.05		$ 5,320.05
3. Consultants			$ -			$ -	$ -		$ -
4. Equipment:			$ -			$ -	$ -		$ -
Rental			$ -			$ -	$ -		$ -
Repair and Maintenance			$ -			$ -	$ -		$ -
Purchase/Depreciation			$ -			$ -	$ -		$ -
5. Supplies:			$ -			$ -	$ -		$ -
Educational	$ 750.00		$ 750.00			$ -	$ 750.00		$ 750.00
Lab			$ -			$ -	$ -		$ -
Pharmacy	$ 500.00		$ 500.00	$ 250.00		$ 250.00	$ 250.00		$ 250.00
Medical	$ 450.00		$ 450.00			$ -	$ 450.00		$ 450.00
Office	$ 2,678.00		$ 2,678.00	$ 2,678.00		$ 2,678.00	$ -		$ -
6. Travel	$ 614.00		$ 614.00	$ 364.00		$ 364.00	$ 250.00		$ 250.00
7. Occupancy	$ 17,102.00		$ 17,102.00	$ 17,102.00		$ 17,102.00	$ -		$ -
8. Current Expenses			$ -			$ -	$ -		$ -
Telephone	$ 2,685.00		$ 2,685.00	$ 2,685.00		$ 2,685.00	$ -		$ -
Postage	$ 628.00		$ 628.00	$ 628.00		$ 628.00	$ -		$ -
Subscriptions	$ 1,716.00		$ 1,716.00	$ 1,716.00		$ 1,716.00	$ -		$ -
Audit and Legal	$ 1,370.00		$ 1,370.00	$ 1,370.00		$ 1,370.00	$ -		$ -
Insurance	$ 6,566.00		$ 6,566.00	$ 6,566.00		$ 6,566.00	$ -		$ -
Board Expenses	$ 397.00		$ 397.00	$ 397.00		$ 397.00	$ -		$ -
9. Software			$ -			$ -	$ -		$ -
10. Marketing/Communications	$ 1,050.00		$ 1,050.00			$ -	$ 1,050.00		$ 1,050.00
11. Staff Education and Training	$ 1,000.00		$ 1,000.00	$ 750.00		$ 750.00	$ 250.00		$ 250.00
12. Subcontracts/Agreements			$ -			$ -	$ -		$ -
13. Other-Translation Services	$ 300.00		$ 300.00			$ -	$ 300.00		$ 300.00
Other-Licenses	$ 250.00		$ 250.00			$ -	$ 250.00		$ 250.00
			$ -			$ -	$ -		$ -
			$ -			$ -	$ -		$ -
Total	$ 232,587.22	$ -	$ 232,587.22	$ 154,187.18	$ -	$ 154,187.18	$78,400	$ -	$78,400

Indirect As A Percent of Direct

Contractor Initials DAW
Date 11/8/19

Exhibit B-7 Budget
TANF

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services-TANF

Budget Period July 1, 2019--June 30, 2020

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 10,612	$	$ 10,612	$	$	$ -	$ 10,612	$	$ 10,612
2. Employee Benefits	$ 888	$	$ 888	$	$	$ -	$ 888	$	$ 888
3. Consultants	$	$	$ -	$	$	$ -	$	$	$ -
4. Equipment:	$	$	$ -	$	$	$ -	$	$	$ -
Rental	$	$	$ -	$	$	$ -	$	$	$ -
Repair and Maintenance	$	$	$ -	$	$	$ -	$	$	$ -
Purchase/Depreciation	$	$	$ -	$	$	$ -	$	$	$ -
5. Supplies:	$	$	$ -	$	$	$ -	$	$	$ -
Educational	$	$	$ -	$	$	$ -	$	$	$ -
Lab	$	$	$ -	$	$	$ -	$	$	$ -
Pharmacy	$	$	$ -	$	$	$ -	$	$	$ -
Medical	$	$	$ -	$	$	$ -	$	$	$ -
Office	$	$	$ -	$	$	$ -	$	$	$ -
6. Travel	$	$	$ -	$	$	$ -	$	$	$ -
7. Occupancy	$	$	$ -	$	$	$ -	$	$	$ -
8. Current Expenses	$	$	$ -	$	$	$ -	$	$	$ -
Telephone	$	$	$ -	$	$	$ -	$	$	$ -
Postage	$	$	$ -	$	$	$ -	$	$	$ -
Subscriptions	$	$	$ -	$	$	$ -	$	$	$ -
Audit and Legal	$	$	$ -	$	$	$ -	$	$	$ -
Insurance	$	$	$ -	$	$	$ -	$	$	$ -
Board Expenses	$	$	$ -	$	$	$ -	$	$	$ -
9. Software	$	$	$ -	$	$	$ -	$	$	$ -
10. Marketing/Communications	$	$	$ -	$	$	$ -	$	$	$ -
11. Staff Education and Training	$	$	$ -	$	$	$ -	$	$	$ -
12. Subcontracts/Agreements	$	$	$ -	$	$	$ -	$	$	$ -
13. Other-Translation Services	$	$	$ -	$	$	$ -	$	$	$ -
Other-Licenses	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
Total	$ 11,500	$ -	$ 11,500	$	$ -	$ -	$ 11,500	$ -	$ 11,500

Indirect As A Percent of Direct 0

Contractor Initials Dmw
Date 11/8/19

Exhibit B-8 Budget
Family Planning

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services-TANF

Budget Period July 1, 2020–June 30, 2021

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 10,612	$ -	$ 10,612	$	$	$ -	$ 10,612	$	$ 10,612
2. Employee Benefits	$ 888	$	$ 888	$	$	$ -	$ 888		$ 888
3. Consultants	$	$	$ -	$	$	$ -	$	$	$ -
4. Equipment:	$	$	$ -	$	$	$ -	$	$	$ -
Rental	$	$	$ -	$	$	$ -	$	$	$ -
Repair and Maintenance	$	$	$ -	$	$	$ -	$	$	$ -
Purchase/Depreciation	$	$	$ -	$	$	$ -	$	$	$ -
5. Supplies:	$	$	$ -	$	$	$ -	$	$	$ -
Educational	$	$	$ -	$	$	$ -	$	$	$ -
Lab	$	$	$ -	$	$	$ -	$	$	$ -
Pharmacy	$	$	$ -	$	$	$ -	$	$	$ -
Medical	$	$	$ -	$	$	$ -	$	$	$ -
Office	$	$	$ -	$	$	$ -	$	$	$ -
6. Travel	$	$	$ -	$	$	$ -	$	$	$ -
7. Occupancy	$	$	$ -	$	$	$ -	$	$	$ -
8. Current Expenses	$	$	$ -	$	$	$ -	$	$	$ -
Telephone	$	$	$ -	$	$	$ -	$	$	$ -
Postage	$	$	$ -	$	$	$ -	$	$	$ -
Subscriptions	$	$	$ -	$	$	$ -	$	$	$ -
Audit and Legal	$	$	$ -	$	$	$ -	$	$	$ -
Insurance	$	$	$ -	$	$	$ -	$	$	$ -
Board Expenses	$	$	$ -	$	$	$ -	$	$	$ -
9. Software	$	$	$ -	$	$	$ -	$	$	$ -
10. Marketing/Communications	$	$	$ -	$	$	$ -	$	$	$ -
11. Staff Education and Training	$	$	$ -	$	$	$ -	$	$	$ -
12. Subcontracts/Agreements	$	$	$ -	$	$	$ -	$	$	$ -
13. Other-Translation Services	$	$	$ -	$	$	$ -	$	$	$ -
Other-Licenses	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
Total	$ 11,500	$ -	$ 11,500	$	$ -	$ -	$ 11,500	$ -	$ 11,500

Indirect As A Percent of Direct 0

Contractor Initials DMW
Date 11/8/19

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health & Human Services
Bureau of Population Health and Community Services
Maternal & Child Health Section
Family Planning Program

Family Planning Clinical Services Guidelines, SFY 20

These guidelines detail the minimum required clinical services for Family Planning sub-recipients. The guidelines are designed to outline clinical expectations for the NH Family Planning Program within the NH Department of Health & Human Services (NH DHHS).

Each delegate is expected to use these guidelines as minimum expectations for clinical services; the document does not preclude a sub-recipient from providing a broader scope of services. If a sub-recipient chooses to develop full medical protocols, these guidelines will form the foundation reference. Individual guidelines may be quite acceptable with an evidence base. A sub-recipient may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited. Sub-recipients are expected to provide both contraceptive and preventative health services.

All MDs, APRNs, PAs, nurses, and any other staff member who provides direct care and/or education to clients *must* sign these guidelines. Individual staff signatures indicate their agreement to follow these guidelines.

Approved: _____ Date: _____
Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved: _____ Date: _____
Dr. Amy Paris, MD, MS.
NH Family Planning Medical Consultant

EQUALITY HEALTH CENTER 11/8/19
{*Insert Sub-Recipient Name*} agrees to follow these guidelines effective {*Insert Date*} as minimum required clinical services for family planning.

Sub-Recipient Agency Name:

EQUALITY HEALTH CENTER

Sub-Recipient Authorizing Signature:

Dalia M Vidunas
DALIA M. VIDUNAS

Contractor Initials DMV
Date 11/8/19

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**
   The standard package of services includes:
   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services: provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral. *These services must be provided at the client's request.*
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for family planning clients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

Contractor Initials DMC

Date 11/8/19

- **Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

  U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

  CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecos.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history
    For women:
        - Menstrual history
        - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
        - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
        - Allergies
        - Recent delivery, miscarriage, or termination
        - Any relevant infectious or chronic health conditions

- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
- Practices: types of sexual activity the client engages in.
- Pregnancy Prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:
- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

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b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):**

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

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pregnancy outcomes and should be optimally managed before pregnancy.
  - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
      - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

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1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by the NH Family Planning Program that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

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If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

All sub-recipients must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
    - **CDC MEC and SPR are available as a mobile app:** https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
    - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

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- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

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- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
    - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy. CDC. https://www.cdc.gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH: https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

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Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
    - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril. January 2017, Volume 107, Issue 1, Pages 52–58
    - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

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- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

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New Hampshire Family Planning
Information and Education (I&E)
Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to family planning clients. In addition, sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

EQUALITY HEALTH CENTER — Agency Name

Nov 8, 2019 — Date

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Date 11/8/19

NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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AGENCY NAME: EQUALITY HEALTH CENTER
WORKPLAN COMPLETED BY: DALIA M. VIDUNAS

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. 580 clients will be served
1b 244 clients <100% FPL will be served
1c. 435 clients <250% FPL will be served
1d. 92 clients <20 will be served
1e. 174 clients on Medicaid will be served
1f. 55 male clients will be served

SFY 20 Outcome

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. 597 clients will be served
1b 251 clients <100% FPL will be served
1c. 488 clients <250% FPL will be served
1d. 95 clients <20 will be served
1e. 179 clients on Medicaid will be served
1f. 57 male clients will be served

SFY 21 Outcome

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

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Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

Contractor Initials SMV
Date 11/8/19

Objective #4: By August 31, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors policy for review and approval within 30 days of Governor and Council Approval.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Contractor Initials DM
Date 11/8/19

Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. Each objective should be **Specific, Measurable, Achievable, Realistic, and Time-phased** (SMART). Each objective must be related and contribute directly to the accomplishment of a stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. ***Note:*** Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g.; bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether the planned activities were effective or not (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

Contractor Initials Dnu/
Date 11/8/19

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement

Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate.
Care Management Team	2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data)
	3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate.
Clinical Teams	4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc.
Behavioral Health and LCSW staff	5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops.
SWAP materials and SWAP	6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
Self-Management Programs and Tools	1. Director of Quality will analyze data semi-annually to evaluate performance.
	2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
Care Management Team	
EHR	3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization
	2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.
Access to local Hospital data	

Contractor Initials DMW
Date 11/8/19

Agency Name: **Name of Person Completing Work Plan:**

Program Goal # 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials DMW

Date 11/8/19

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

Revised Work Plan Attached (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

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Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES

Contractor Initials DMM
Date 11/8/19

	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

Contractor Initials DMM
Date 11/8/19

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY).

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

Revised Work Plan Attached (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

Contractor Initials Dm
Date 11/8/19

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials DMW
Date 11/8/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Program Goal #2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Project Objective #1:

Contractor Initials DMW
Date 11/8/19

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials DM
Date 11/8/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials Dm
Date 11/3/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials DM
Date 11/8/15

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1

Indicators:

1a. 597 clients will be served
1b. 251 clients < 100% FPL will be served
1c. 448 clients < 250% FPL will be served
1d. 95 clients < 20 years of age will be served
1e. 179 clients on Medicaid at their last visit will be served
1f. 57 male clients will be served

SFY Outcome	
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g. _____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials DMW
Date 11/8/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials DMW
Date 11/8/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021
Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Contractor Initials DM
Date 11/8/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021
Attachment - D- Amendment # 2

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator**: The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator**: The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator**: Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Contractor Initials DM
Date 11/8/19

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of NH Family Planning Program policies, practices and guidelines.

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials DMW

Date 11/8/19

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

Contractor Initials [illegible]

Date 11/8/19

A mar

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

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June 17, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $1,740,506 from $3,800,360 to $5,540,866, and by extending the completion date from June 30, 2019 to June 30, 2021 effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	155327-B001	Berlin, NH	$314,540	$0	$314,540	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Lamprey Health Care	177677-R001	Nashua, NH	$925,204	$0	$925,204	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Manchester Community Health Center	157274-B001	Manchester, NH	$530,172	$0	$530,172	O: 11/08/2017 A01: 06/19/19 Item #78F
Community Action Program – Belknap Merrimack Counties, Inc.	**177203-B003**	**Concord, NH**	**$431,864**	**$341,926**	**$773,790**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$259,098**	**$259,098**	**$518,196**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**
Equality Health Center	**257562-B001**	**Concord, NH**	**$179,800**	**$179,800**	**$359,600**	**O: 11/08/2017 Item #21A**
Joan G. Lovering Health Center	**176132-R001**	**Greenland, NH**	**$222,896**	**$222,896**	**$445,792**	**O: 11/08/2017 Item #21A**
Planned Parenthood of Northern New England	**177628-R002**	**Portland, ME**	**$548,000**	**$548,000**	**$1,096,000**	**O: 11/08/2017 Item #21A**
White Mountain Community Health Center	**174170-R001**	**Conway, NH**	**$188,786**	**$188,786**	**$377,572**	**O: 11/08/2017 Item #21A**
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
		Total	**$3,800,360**	**$1,740,506**	**$5,540,866**	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings, and confidential teen health services. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Equality Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 38 South Main Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $359,600.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace

with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/3/19
Date

Name: Lisa Morris
Title: Director

Equality Health Center

May 30, 2019
Date

Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 5/30/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above. only Dalia's M. Vidunas signature

Signature of Notary Public or Justice of the Peace

Notary
Name and Title of Notary or Justice of the Peace

SOUAD F. DERAOUI
Notary Public - New Hampshire
My Commission Expires September 21, 2021

My Commission Expires: Sept 21-2021

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/17/2019
Date

Name: Nancy J. Smith
Title: Sr. Asst. Att. General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred (600) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.6.5. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met:

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. **Title X Priority Goals:**

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. **To provide access to a broad range of acceptable and effective family planning methods** and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. **Delegate Requirements:**

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

   - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):**
     http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf

   - **With supporting guidelines from:**
     US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

     U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

     CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecos.htm

     CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

     CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

American Society of Colposcopy and Cervical Pathology (ASCCP).

Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

The standard package of services includes:

- Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
- Cervical and breast cancer screening;
- Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
- Services for adolescents;
- Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
- Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
- Sexually transmitted disease diagnosis and treatment;
- Provision and follow up of referrals as needed to address medical and social services needs.

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**

- Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.

- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file: https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014; pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use
      - Allergies
      - Recent intercourse
      - Recent delivery, miscarriage, or termination

- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:
- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:
- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):**

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.
   a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:

- Prenatal care and delivery
- Infant care, foster care, or adoption
- Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

C. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening
   d) Other screening services that include:
      - Obtain medical history
      - Screen for intimate partner violence
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen

- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Provide additional STD testing as indicated
   c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high-risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. **For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:**

1. Medical History
2. Cervical Cytology
3. Clinical Breast Examination or discussion
4. Mammography
5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore.

- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.

- American Cancer Society. http://www.cancer.org/.

- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.

- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.

- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.

- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015.. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.

- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*. *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.

- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling* 1-800-762-2264 or through the Bookstore on the ACOG Web site: http://www.acog.org/Resources_And_Publications.

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm

- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299

- U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.
- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Office of Population Affairs: http://www.hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions http://www.hhs.gov/opa/regional-contacts

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
  - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
  - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

_____ _____

Agency Name Date

Attachment C, Amendment #1

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with QFP and Title X requirements with the goal of supporting clients' decisions related to preventing or achieving pregnancy.
2. Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the most current *Quality Family Planning* (QFP). These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

Attachment C, Amendment #1

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

AGENCY NAME: _____
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Contractor Initials DMW
Date 5/30/19

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: By August 31st, of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.
- Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. SFY 20 Agency Target: SFY 21 Agency Target:	Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTVITIES	SFY 21 Outcome: ____ Numerator: ____ Denominator: ____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ Revised Workplan Attached (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. State Minimum Target: 70% SFY 20 Target: SFY 21 Target:	Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTVITIES	SFY 21 Outcome: ____ Numerator: ____ Denominator: ____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached (Please check if workplan has been revised)**

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) SFY 20 Target: SFY 21 Target:	Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTVITIES	SFY 21 Outcome: ____ Numerator: ____ Denominator: ____	

Contractor Initials DMM

Date 5/30/19

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b. ___ clients < 100% FPL will be served
1c. ___ clients < 250% FPL will be served
1d. ___ clients < 20 years of age will be served
1e. ___ clients on Medicaid at their last visit will be served
1f. ___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g. _____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) ata Elements: Effective July 1, 2017	**Additional Data Elements Proposed for FPAR 2.0:**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval: · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services

2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.

3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.

5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964

NH DIVISION OF Public Health Services

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed $2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	**$2,915,402**

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is retroactive because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217 FAIN# FPHPA016248 69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			Subtotal:	*$341,236*

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517
			Subtotal:	*$193,034*

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274
			Subtotal:	*$132,548*

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400
			Subtotal:	*$156,800*

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948
			Subtotal:	*$199,896*

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582
			Subtotal:	*$403,164*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925
			Subtotal:	*$219,850*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382
			Subtotal:	*$154,764*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108
			Subtotal:	*$166,216*

Planned Parenthood of Northern New England **Vendor ID #177528-R002**
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000
			Subtotal:	*$548,000*

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES; DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314
			Subtotal:	*$90,628*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032
			Subtotal:	*$66,064*

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361
			Subtotal:	*$24,722*

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719
			Subtotal:	*$59,438*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	**$2,915,402**

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center	Pass	0	0
3. Coos Co. Family Health	Pass	0	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control,DPHS
4.
5.
6.
7.
8.
9.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are retroactive (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	$431,864
Concord Hospital Family Health Center	$259,098
Coos County Family Health	$157,270
Equality Health Center	$179,800
Joan G. Lovering Health Center	$222,896
Lamprey Health Care	$462,602
Manchester Community Health Center	$265,086
Mascoma Community Health Care	$200,000
Planned Parenthood of Northern New England	$548,000
White Mountain Community Health Center	$188,786
Total	$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed $2,915,402.00, nine (9) to be effective retroactive to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh
DoIT #2018-001

FORM NUMBER P-37 (version 5/8/15)

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-04)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Equality Health Center		1.4 Contractor Address 38 South Main Street Concord, NH 03301	
1.5 Contractor Phone Number 603-225-2739	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation $179,800
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Dalia M Viduras		1.12 Name and Title of Contractor Signatory DALIA M. VIDURAS EXECUTIVE DIRECTOR	

1.13 Acknowledgement: State of NH, County of Merrimack

On 10/09/17, 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] Cecile T O'Keefe

1.13.2 Name and Title of Notary or Justice of the Peace

CECILE T. O'KEEFE, Notary Public
My Commission Expires March 26, 2019

1.14 State Agency Signature Date: 10/27/17	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 10/30/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price; method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials DMW
Date 10/9/17

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials DMC
Date 10/9/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____
Date 10/9/17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred (600) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 BUDGET

Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 - Family Planning Services

Budget Period: July 1, 2017–June 30, 2018

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contracted Program Match: Direct	Contracted Program Match: Indirect	Contracted Program Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 52,620	$ -	$ 52,620	$ -	$ -	$ -	$ 52,620	$ -	$ 52,620
2. Employee Benefits	$ 8,885	$ -	$ 8,885	$ -	$ -	$ -	$ 8,885	$ -	$ 8,885
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental		$ -	$ -		$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 500	$ -	$ 500	$ -	$ -	$ -	$ 500	$ -	$ 500
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 2,250	$ -	$ 2,250	$ -	$ -	$ -	$ 2,250	$ -	$ 2,250
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 562	$ -	$ 562	$ -	$ -	$ -	$ 562	$ -	$ 562
Medical	$ 552	$ -	$ 552	$ -	$ -	$ -	$ 552	$ -	$ 552
Office	$ 900	$ -	$ 900	$ 900	$ -	$ 900	$ -	$ -	$ -
6. Travel	$ 480	$ -	$ 480	$ 240	$ -	$ 240	$ 240	$ -	$ 240
7. Occupancy	$ 5,500	$ -	$ 5,500	$ 5,500	$ -	$ 5,500	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,020	$ -	$ 1,020	$ 1,020	$ -	$ 1,020	$ -	$ -	$ -
Postage	$ 360	$ -	$ 360	$ -	$ -	$ -	$ 360	$ -	$ 360
Subscriptions	$ 447	$ -	$ 447	$ -	$ -	$ -	$ 447	$ -	$ 447
Audit and Legal	$ 1,000	$ -	$ 1,000	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -
Insurance	$ 3,050	$ -	$ 3,050	$ -	$ -	$ -	$ 3,050	$ -	$ 3,050
Board Expenses	$ 240	$ -	$ 240	$ 240	$ -	$ 240	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 5,600	$ -	$ 5,600	$ -	$ -	$ -	$ 5,600	$ -	$ 5,600
11. Staff Education and Training	$ 2,400	$ -	$ 2,400	$ -	$ -	$ -	$ 2,400	$ -	$ 2,400
12. Subcontracts/Agreements		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other-Translation Services	594	$ -	594		$ -	$ -	594	$ -	$ 594
Other-Licenses	340	$ -	340	$ -	$ -	$ -	340	$ -	$ 340
		$ -	$ -	$ -	$ -	$ -		$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Total	$ 87,300	$ -	$ 87,300	$ 8,900	$ -	$ 8,900	$ 78,400	$ -	$ 78,400

Indirect As A Percent of Direct 0

Initials DMC

Date 10/9/17

Exhibit B-2 BUDGET

TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services-TANF

Budget Period July 1, 2017–June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 10,660	$	$ 10,660	$	$	$ -	$ 10,660	$	$ 10,660
2. Employee Benefits	$ 840	$	$ 840	$	$	$ -	$ 840	$	$ 840
3. Consultants	$	$ -	$ -	$	$	$ -	$	$	$ -
4. Equipment:	$	$	$ -	$	$	$ -	$	$	$ -
Rental	$	$	$ -	$	$	$ -	$	$	$ -
Repair and Maintenance	$	$	$ -	$	$	$ -	$	$	$ -
Purchase/Depreciation	$	$	$ -	$	$	$ -	$	$	$ -
5. Supplies:	$	$	$ -	$	$	$ -	$	$	$ -
Educational	$	$	$ -	$	$	$ -	$	$	$ -
Lab	$	$	$ -	$	$	$ -	$	$	$ -
Pharmacy	$	$	$ -	$	$	$ -	$	$	$ -
Medical	$	$	$ -	$	$	$ -	$	$	$ -
Office	$	$	$ -	$	$	$ -	$	$	$ -
6. Travel	$	$	$ -	$	$	$ -	$	$	$ -
7. Occupancy	$	$	$ -	$	$	$ -	$	$	$ -
8. Current Expenses	$	$	$ -	$	$	$ -	$	$	$ -
Telephone	$	$	$ -	$	$	$ -	$	$	$ -
Postage	$	$	$ -	$	$	$ -	$	$	$ -
Subscriptions	$	$	$ -	$	$	$ -	$	$	$ -
Audit and Legal	$	$	$ -	$	$	$ -	$	$	$ -
Insurance	$	$	$ -	$	$	$ -	$	$	$ -
Board Expenses	$	$	$ -	$	$	$ -	$	$	$ -
9. Software	$	$	$ -	$	$	$ -	$	$	$ -
10. Marketing/Communications	$	$	$ -	$	$	$ -	$	$	$ -
11. Staff Education and Training	$	$	$ -	$	$	$ -	$	$	$ -
12. Subcontracts/Agreements	$	$	$ -	$	$	$ -	$	$	$ -
13. Other-Translation Services	$	$	$ -	$	$	$ -	$	$	$ -
Other-Licenses	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
Total	$ 11,500	$ -	$ 11,500	$	$ -	$ -	$ 11,500	$ -	$ 11,500

Indirect As A Percent of Direct 0

Initials DOM

Date 10/9/17

Exhibit B-3 BUDGET
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services

Budget Period July 1, 2018-June 30, 2019

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Line Item	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1. Total Salary/Wages	$ 52,236	$	$ 52,236	$	$	$ -	$ 52,236	$	$ 52,236
2. Employee Benefits	$ 9,369	$	$ 9,369	$	$	$ -	$ 9,369	$ -	$ 9,369
3. Consultants	$	$	$ -	$ -	$	$	$	$	$ -
4. Equipment:	$	$	$ -	$	$	$ -	$	$	$ -
Rental		$	$ -		$	$ -	$	$	$ -
Repair and Maintenance	$	$	$ -	$	$	$ -	$	$	$ -
Purchase/Depreciation	$ 650	$	$ 650	$	$	$ -	$ 650	$	$ 650
5. Supplies:	$ -	$	$ -	$	$	$ -	$	$ -	$ -
Educational	$ 2,000	$	$ 2,000	$	$	$ -	$ 2,000	$	$ 2,000
Lab	$	$	$ -	$	$	$ -	$	$	$ -
Pharmacy	$ 362	$	$ 362	$	$	$ -	$ 362	$	$ 362
Medical	$ 552	$	$ 552	$	$	$ -	$ 552	$	$ 552
Office	$ 900	$	$ 900	$	$ 900	$	$ 900	$	$ -
6. Travel	$ 480	$	$ 480	$	$ 240	$	$ 240	$ 240	$ 240
7. Occupancy	$ 5,500	$	$ 5,500	$	$ 5,500	$	$ 5,500	$	$ -
8. Current Expenses	$	$	$ -	$	$	$	$ -	$	$ -
Telephone	$ 1,020	$	$ 1,020	$	$ 1,020	$	$ 1,020	$	$ -
Postage	$ 360	$	$ 360	$	$	$	$ -	$ 360	$ 360
Subscriptions	$ 447	$	$ 447	$	$	$	$ -	$ 447	$ 447
Audit and Legal	$ 1,000	$	$ 1,000	$	$ 1,000	$	$ 1,000	$	$ -
Insurance	$ 3,050	$	$ 3,050	$	$	$	$ -	$ 3,050	$ 3,050
Board Expenses	$ 240	$	$ 240	$	$ 240	$	$ 240		$ -
9. Software	$	$	$ -	$	$	$	$ -	$	$ -
10. Marketing/Communications	$ 5,600	$	$ 5,600	$	$	$	$ -	$ 5,600	$ 5,600
11. Staff Education and Training	$ 2,400	$	$ 2,400	$	$	$	$ -	$ 2,400	$ 2,400
12. Subcontracts/Agreements	$	$	$ -	$	$	$	$ -	$	$ -
13. Other-Translation Services	$ 594	$	$ 594		$	$	$ -	$ 594	$ 594
Other-Licenses	$ 340	$	$ 340	$	$	$	$ -	$ 340	$ 340
		$	$ -	$	$	$	$ -		$ -
		$	$ -	$	$	$	$ -		$ -
Total	$ 87,100	$ -	$ 87,300	$ 8,900	$ -	$ 8,900	$ 78,400	$ -	$ 78,400

Indirect As A Percent of Direct 0

Initials DAM

Date 12/9/17

Exhibit B-4 BUDGET
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-01 Family Planning Services-TANF

Budget Period: July 1, 2018--June 30, 2019

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1. Total Salary/Wages	$ 10,920	$	$ 10,920	$	$	$ -	$ 10,920	$	$ 10,920
2. Employee Benefits	$ 580	$	$ 580	$	$	$ -	$ 580	$	$ 580
3. Consultants	$	$	$ -	$	$	$ -	$	$	$ -
4. Equipment:	$	$	$ -	$	$	$ -	$	$	$ -
Rental	$	$	$ -	$	$	$ -	$	$	$ -
Repair and Maintenance	$	$	$ -	$	$	$ -	$	$	$ -
Purchase/Depreciation	$	$	$ -	$	$	$ -	$	$	$ -
5. Supplies:	$	$	$ -	$	$	$ -	$	$	$ -
Educational	$	$	$ -	$	$	$ -	$	$	$ -
Lab	$	$	$ -	$	$	$ -	$	$	$ -
Pharmacy	$	$	$ -	$	$	$ -	$	$	$ -
Medical	$	$	$ -	$	$	$ -	$	$	$ -
Office	$	$	$ -	$	$	$ -	$	$	$ -
6. Travel	$	$	$ -	$	$	$ -	$	$	$ -
7. Occupancy	$	$	$ -	$	$	$ -	$	$	$ -
8. Current Expenses	$	$	$ -	$	$	$ -	$	$	$ -
Telephone	$	$	$ -	$	$	$ -	$	$	$ -
Postage	$	$	$ -	$	$	$ -	$	$	$ -
Subscriptions	$	$	$ -	$	$	$ -	$	$	$ -
Audit and Legal	$	$	$ -	$	$	$ -	$	$	$ -
Insurance	$	$	$ -	$	$	$ -	$	$	$ -
Board Expenses	$	$	$ -	$	$	$ -	$	$	$ -
9. Software	$	$	$ -	$	$	$ -	$	$	$ -
10. Marketing/Communications	$	$	$ -	$	$	$ -	$	$	$ -
11. Staff Education and Training	$	$	$ -	$	$	$ -	$	$	$ -
12. Subcontracts/Agreements	$	$	$ -	$	$	$ -	$	$	$ -
13. Other-Translation Services	$	$	$ -	$	$	$ -	$	$	$ -
Other-Licenses	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
Total	$ 11,500	$ -	$ 11,500	$	$ -	$ -	$ 11,500	$ -	$ 11,500

Indirect As A Percent of Direct 0

Initials DMW
Date 10/9/17

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

10/9/17
Date

Dalia M. Vidunas
Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

10/9/17
Date

Name: DALIA M VIDUNAS
Title: EXECUTIVE DIRECTOR

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

10/9/17
Date

Dalia M. Vidunas
Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

Contractor Initials DMV
Date 10/9/17

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/9/17
Date

Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

10/9/17
Date

Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	EQUALITY HEALTH CENTER
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	DALIA M. VIDUNAS
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	EXECUTIVE DIRECTOR
Title of Authorized Representative	Title of Authorized Representative
10/27/17	10/9/17
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/9/17
Date

Name: DALIA M VIDUNAS
Title: EXECUTIVE DIRECTOR

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 01-234-3067

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Family Planning Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Joan G. Lovering Health Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), as amended on June 26, 2019, (Late Item A), as amended on December 18, 2019, (Item # 16), and as amended on August 5, 2020 (Item #22), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 4, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2021

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $470,275

3. Modify Form P-37, General Provisions, to add Paragraph 25, Requirements for Family Planning Projects, as follows:

   25. The Contractor shall comply with all of the following provisions:

   25.1 No state funds shall be used to subsidize abortions, either directly or indirectly. The family planning project will permit the Commissioner of the Department of Health and Human Services, or his or her designated agent or delegate, to inspect the financial records of the family planning project to monitor compliance with this requirement.

   25.2 At the end of each fiscal year, the Commissioner shall certify, in writing, to the Governor and Council that he or she personally, or through a designated agent or delegate, has reviewed the expenditure of funds awarded to a family planning project and that no state funds awarded by the Department have been used to provide abortion services.

   25.3 If the Commissioner fails to make such certification or if the Governor and Executive Council, based on evidence presented by the Commissioner in his or her certification, find that state funds awarded by the Department have been used to provide abortion services, the grant recipient shall either: (a) be found to be in breach of the terms of such contract, grant or award of funds and forfeit all right to receive further funding; or (b) suspend all operations until such time as the state funded family project is physically and financially separate from any reproductive health facility, as defined in RSA 132:37.

4. Modify Exhibit A, Scope of Services, Amendment #2 by replacing in its entirety with Exhibit A

Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 1, #1 to read:

   1 . The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #4, Scope of Services

6. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 through Exhibit B-8, Budget Amendment #4.

7. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.5 to read:

   4.5 Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #4, Scope of Services.

8. Add Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 8 to read:

   8. The Contractor shall allow the Department to conduct financial audits on an annual basis, or upon request by the Department, to ensure compliance with the funding requirements of this Agreement. The Contractor shall make available documentation and staff as necessary to conduct such audits, including but not limited to policy and procedure manuals, financial records and reports, and discussions with management and finance staff.

9. Add Exhibit B-7, Amendment #5 Budget Family Planning Funds, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

10. Add Exhibit B-8, Amendment #4 Budget TANF Funds, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

11. Modify Attachment A, Amendment #2, Family Planning Clinical Services Guidelines in its entirety and replace it with Attachment A, Amendment #4, NH Family Planning Performance Measure Definitions, which is attached hereto and incorporated by reference herein.

12. Modify Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement in its entirety and replace it with Attachment B, Amendment #4, NH Family Planning Program Reporting Calendar SFY 22, which is attached hereto and incorporated by reference herein.

13. Modify Attachment C, Amendment #2, NH Family Planning Workplan in its entirety and replace ir with Attachment C, Amendment #4, Fee Policy, which is attached hereto and incorporated by reference herein.

14. Modify Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions in its entirety and replace it with Attachment D, Amendment #4, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement, which is attached hereto and incorporated by reference herein.

15. Modify Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace it with Attachment E, Amendment #4, Work Plan, which is attached hereto and incorporated by reference herein.

16. Delete Exhibit F, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.

DS
SD

All terms and conditions of the Contract and prior amendments not modified by this Amendment #4 remain in full force and effect. This Amendment shall be retroactively effective to July 1, 2021, 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

8/27/2021

Date

DocuSigned by:
Patricia M. Tilley
846FB38F5BFD4C8...

Name: Patricia M. Tilley
Title: Director

Joan G. Lovering Health Center

8/27/2021

Date

DocuSigned by:
Sandi Denoncour
621BABC98A7747D...

Name: Sandi Denoncour
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/30/2021

DocuSigned by:
D5CA9202E32C4AE...

Date

Name: Catherine Pinos
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to comprehensive reproductive health services and preventive health screenings.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide reproductive and sexual health clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income individuals (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered

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under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of 247 users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor shall not utilize any funds provided under this Agreement for abortion services.

4.6. The Contractor shall make reasonable efforts to collect charges based upon a sliding fee scale from clients, in accordance with Attachment C Fee Policy without jeopardizing client confidentiality.

4.7. **Clinical Services – Requirements:**

4.7.1. The Contractor shall provide reproductive and sexual health clinical services in compliance with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.7.2. The Contractor shall comply with their own established internal protocols, policies, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.7.3. The Contractor shall ensure all MDs, APRNs, PAs, nurses and/or any staff providing direct care and/or education to clients read and sign the New Hampshire Family Planning Clinical Services Guidelines, within thirty (30) days of Governor and Executive Council approva.

4.7.4. The Contractor shall submit the New Hampshire Family Planning Clinical Services Guidelines signed signature page to the Department for review and signature no later than thirty (30) days after the Contract Effective Date.

4.7.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.7.6. The Contractor shall have at least one (1) clinical provider at each clinic site proficient in the insertion and removal of Long Acting Reversible Contraception (LARC). The Contractor shall provide documented proof of proficiency to the Department on by January 28, 2022..

4.8. **STD and HIV Counseling and Testing – Requirements:**

4.8.1. The Contractor providing STD and HIV counseling and testing shall comply

with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.8.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.8.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.9. **Health Education Materials:**

4.9.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release Attachment D, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. . Examples of material topics include:

4.9.1.1. Sexually Transmitted Diseases (STD)

4.9.1.2. Contraceptive methods, pre-conception care

4.9.1.3. Achieving pregnancy/infertility

4.9.1.4. Adolescent reproductive health

4.9.1.5. Sexual violence

4.9.1.6. Abstinence

4.9.1.7. Pap tests/cancer screenings

4.9.1.8. Substance use disorder

4.9.1.9. Mental health.

4.9.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.9.3. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.10. **Sterilization Services:**

4.10.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.11. **Confidentiality:**

4.11.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary,

statistical or other form that does not identify the individual in accordance with State and Federal laws.

4.11.2. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients, in accordance with Attachment D, Amendment #4, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, (See Attachment E) for a 6-month period of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan 6-month outcomes and review/revise the work plan and submit by January 28, 2022 to the Department for approval

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses, training logs, and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department, by formal letter via email to Haley.L.Johnston@dhhs.nh.gov of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month (30 days) of hired.

6.3. The Contractor shall notify the Department, in writing via letter, when:

6.3.1. Any critical position is vacant for more than one month (30 days).

6.3.2. There is not adequate staffing to perform all required services for more than one month (30 days).

7. Performance Measures

7.1. The Contractor shall set family planning (FP) performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment A).

8. Reporting Requirements

8.1. The Contractor shall submit the current required data elements electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment A) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on January 28, 2022 or as instructed by the Department.

8.3. The Contractor shall provide records of employee salaries and wages that accurately reflect all work performed. Such records shall include, but are not limited to:

8.3.1. All activity(s) for which each employee is compensated; and

8.3.2. The total amount of time spent on each activity performed for federally assisted and all other activities.

9. Deliverables

9.1. The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment B).

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New Hampshire Department of Health and Human Services

Contractor Name: Joan G. Lovering Health Center

Budget Request for: Family Planning
Project Title

Budget Period: July 1, 2021 - December 31, 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 163,057.00	$ 13,044.00	$ 176,101.00	$ 143,002.00	$ 13,044.00	$ 156,046.00	$ 20,055.00	$ -	$ 20,055.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 15,000.00	$ -	$ 15,000.00	$ 13,325.00	$ -	$ 13,325.00	$ 1,675.00	$ -	$ 1,675.00
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 178,057.00	$ 13,044.00	$ 191,101.00	$ 156,327.00	$ 13,044.00	$ 169,371.00	$ 21,730.00	$ -	$ 21,730.00

Indirect As A Percent of Direct 7.3%

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Contractor Initials_____

Date 8/27/2021

Exhibit B-8, Amendment #4 Budget TANF Funds

New Hampshire Department of Health and Human Services

Contractor Name: Joan G. Lovering Health Center

Budget Request for: TANF
Project Title

Budget Period: July 1, 2021 - December 31, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 57,052.00	$ 4,564.00	$ 61,616.00	$ 54,697.00	$ 4,564.00	$ 59,261.00	$ 2,355.00	$ -	$ 2,355.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 57,552.00	$ 4,564.00	$ 62,116.00	$ 54,697.00	$ 4,564.00	$ 59,261.00	$ 2,855.00	$ -	$ 2,855.00

Indirect As A Percent of Direct 7.9%

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Contractor Initials_____

Date 8/27/2021

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY XX Outcome	
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years of age positive for chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of family planning clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of family planning clients under 250% FPL.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of family planning clients under 20 years of age.

Goal: To increase access to reproductive services to adolescents.

Definition: **Numerator:** Total number of clients under 20 years of age served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of family planning clients that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services to Medicaid clients.

Definition: **Numerator:** Number of clients that used Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of family planning male clients.

Goal: To increase access to reproductive services to males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 years old screened for chlamydia that tested positive.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of women <25 years old that tested positive for chlamydia.

Denominator: The total number of women <25 years old screened for chlamydia.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who received preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

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Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < 25 years old screened for chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25 years old.

Denominator: Total number of female clients < 25 years old.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.

Goal: To improve utilization of most and moderately effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) (implants or intrauterine devices systems (IUD/IUS)) method.

Goal: To improve utilization of LARC methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods, including abstinence, to prevent unintended pregnancy, STDs and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure requires for meetings (in-person and/or virtual) with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. *All sites are required to make one contact annually with the local DCYF office.* **Please be very specific in describing the outcomes of the linkages you were able to establish.**

SAMPLE:

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

<u>Family Planning (FP) Performance Measure #8</u>

Annual Training Report

Definition: This measure requires the family planning delegate to submit an annual training report for clinical & non-clinical staff that participate in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

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8/27/2021

Date_____

NH Family Planning Reporting Calendar SFY 22 (6-Month Period)

Due within *30 days* of G&C approval: • SFY 22 Clinical Guidelines Signatures • SFY 22 – 6-MONTH FP Work Plan	
SFY 22 (July 1, 2021-December 31, 2021)	
Due Date:	**Reporting Requirement:**
October 8, 2021	Public Health Sterilization Records (July-September)
January 28, 2022	• Patient Satisfaction Surveys • Outreach and Education Report • Staff Training Report • Work Plan Update • Performance Outcome Report • Data Trend Tables (DTT) • I&E Material List with Advisory Board Approval Dates • Public Health Sterilization Records (October-December) **ALL REPORTING IS FOR A 6-MONTH TIME PERIOD.**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

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NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT FEE POLICY

Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: [July 1, 2021] Next Review Date: [June 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with financial operation requirements under the NH FPP Project. The following are covered under this policy:

- Fee Policy
- Definition of a Family Planning Visit
- Core Family Planning Services

I. Fee Policy

Federal Poverty Level, Third Party Billing, and Income Verification

Client income and eligibility for a discount should be assessed, documented in the client record, and re-evaluated at least annually. Documentation of income may include a copy of a pay stub or some other form of documentation of family income; however clients who cannot present documentation of income must not be denied services and are allowed to self-report income. Sub-recipients who have lawful access to other valid means of income verification because of the client's participation in another program may use those data, rather than re-verify income or rely solely on the client's self-report. Whenever possible, there should be separate charts for client records and medical records.

Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although the agency must bill all third parties legally obligated to pay for the services. Bills to third parties must not be discounted.

Clients who are responsible for paying any fees for services must receive a bill directly at the time services are received. Bills to clients must show total charges minus any allowable discounts. Fees charged to clients must reflect true costs to a sub-recipient agency.

Agencies must offer a broad range of acceptable and effective medically approved family planning methods and services either on-site or by referral. For the purposes of considering payment for contraceptive services only, where a client has health insurance coverage through an employer that does not provide the contraceptive services sought by the client because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider the client's insurance coverage status as a good reason why they are unable to pay for contraceptive services.

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NH FAMILY PLANNING PROGRAM

Discount Schedules/Reasonable Cost

A discount schedule (schedule of discounts or sliding fee scale) must be developed and implemented with sufficient proportional increments so that inability to pay is never a barrier to receiving services. The discount schedule must be based on family size, family income, and other specified economic considerations and is required for individuals with family incomes between 101% and 250% of the FPL. For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services.

The schedule of discounts should include charges for a new patient, an established patient, counseling and education, supplies, and laboratory costs. The schedule of discounts must be updated annually and be in accordance with the current Federal Poverty Guidelines (FPG). Sub-recipient agencies may choose to apply alternative funds to the cost of services in order to provide more generous discounts than what is required under the NH FPP project.

On an annual basis, sub-recipient agencies must submit to the NH FPP a copy of their most current discount schedule that reflects the most recently published FPG.

Third Party Payments

Sub-recipient agencies are required to bill all possible third party payers, including public and private sources, without the application of any discounts, to ensure that NH FPP funds will be used only on patients without any other sources of payments. NH FPP funds will be used only as the payer of last resort. *Sub-recipient agencies should have written agreements with NH Medicaid Plans, as appropriate.*

Family income of insured clients must be assessed before determining whether copayments or additional fees are charged. Clients whose family income is at or below 250% of the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied.

Fee Waiver

Fees may be waived for individuals with family incomes above 100% of the FPL who, as determined by the site director, are unable, for good reasons, to pay for family planning services provided through the NH FPP project. *Clients must not be denied services or be subjected to any variation in quality of services because of the inability to pay.*

Voluntary Donations

Voluntary donations from clients are permissible; however, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. If a sub-recipient agency chooses to ask for donations, then donations must be requested from *all* clients, including clients using public or private insurance. In such a case, it may be helpful to display signs at check-out or have a financial counseling script available for project staff who will be tasked with collecting donations. *Donations from clients do not waive the billing/charging requirements set out above (i.e., if a client is unable to pay the fees for family*

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planning services received, any donations collected should go towards the cost of those services received.

Confidential Collections

Sub-recipient agencies must inform clients about the existence of the discount schedule and the fact that services will not be denied due to inability to pay. Sub-recipient agencies must make reasonable efforts to collect bills, but they must in no way jeopardize client confidentiality in the process. Sub-recipient agencies must obtain a client's permission before sending bills or making phone calls to the client's home and/or place of employment.

Sub-recipient Fee Policy Documentation Requirements

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipient agencies to ensure compliance with the NH FPP project as it relates to the Fee Policy detailed above.

Sub-recipient agencies must have written documentation (policies and procedures) of the following processes, which must be consistent and demonstrated throughout sub-recipient service sites (e.g., in client records, clinic operations):

- A process that will be used for determining and documenting the client's eligibility for discounted services.
- A process for ensuring that client income verification procedure(s) will not present a barrier to receipt of services.
- A process for updating poverty guidelines and discount schedules.
- A process for annual assessment of client income and discounts.
- A process for informing clients about the availability of the discount schedule.
- A process used for determining the cost of services (e.g., using data on locally prevailing rates and actual clinic costs to develop and update the schedule of fees; frequency for updating the costs of services).
- A process for assuring that financial records indicate client income is assessed and that charges are applied appropriately to recover the cost of services.
- A process for how donations are requested and/or accepted.
- Documentation that demonstrates clients are not pressured to make donations and that donations are not a prerequisite to the provision of services or supplies (e.g., scripts).
- A process for obtaining and/or updating contracts with private and public insurers.
- A process used to assess family income before determining whether copayments or additional fees are charged.
- A process for ensuring that financial records indicate that clients with family incomes between 101%-250% of the FPL do not pay more in copayments or additional fees than they would otherwise pay when the discount schedule is applied.
- Process for identifying third party payers the sub-recipient will bill to collect reimbursements for cost of providing services.
- A description of safeguards that protect client confidentiality

NH FAMILY PLANNING PROGRAM

II. Definition of A Family Planning Visit

A family planning client is an individual who has at least one family planning encounter during the reporting period (i.e., visits with a medical or other health care provider in which family planning services were provided). The NH FPP considers individuals ages 11 through 64 years to be potentially eligible for family planning services. However, visit definitions are needed to determine who is a family planning client.

Family Planning Visit: a documented contact (either face-to-face in a family planning program service site or virtual using telehealth technology) between an individual and a family planning provider of which the primary purpose is to provide family planning and related health services to clients who want to avoid unintended pregnancies or achieve intended pregnancies services.

A virtual family planning encounter uses telecommunications and information technology to provide access to family planning and related preventive health services, including assessment, diagnosis, intervention, consultation, education and counseling, and supervision, at a distance. Telehealth technologies include telephone, facsimile machines, electronic mail systems, videoconferencing, store-and-forward imaging, streaming media, remote monitoring devices, and terrestrial and wireless communications.

Types of Family Planning Visits

1. **Family Planning Encounter With A Clinical Service Provider:** a documented, face-to-face or virtual encounter between a family planning client and a Clinical Services Provider (e.g., physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are appropriately trained in family planning) in which the client is provided (in association with the proposed or adopted method of contraception or treatment for infertility) one or more of the following medical services related to family planning:

   * Pap Smear
   * Pelvic Examination
   * Rectal Examination
   * Testicular Examination
   * Hemoglobin or Hematocrit
   * Blood Pressure Reading
   * HIV/STI Testing
   * Sterilization
   * Infertility Treatment
   * Preconception Counseling

2. **Family Planning Encounter With An Other Health Care Provider** a documented, face-to-face or virtual encounter between a family planning client and an Other Services Provider (e.g., registered nurses, public health nurses, licensed vocational or licensed practical nurses [LPNs], certified nurse assistants, health educators, social workers, or clinic aides) in which family planning education or counseling services are provided in relation to contraception (proposed or adopted method), infertility or sterilization. The counseling should include a thorough discussion of the following:

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- Reproductive anatomy and physiology
- Infertility, as appropriate
- HIV/STI's
- The variety of family planning methods available, including abstinence and fertility-awareness based methods
- The uses, health risks, and benefits associated with each family planning method
- The need to return for evaluation on a regular basis and as problems are identified
- Pregnancy options counseling

Education and/or counseling related to contraception, infertility or sterilization, which may occur in a group setting on an individual basis, must be face-to-face or virtual contact and documented in the client's medical record in order to be counted as a family planning client.

Laboratory tests, in and of themselves, do not constitute visits of any type. If laboratory testing is performed and there is no other face-to-face or virtual contact between a provider and a client, then the visit cannot be counted. However, if the tests are accompanied by other medical services involving family planning related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility or sterilization, an individual will have had a medical or any other health care provider visit by virtue of such medical services or counseling and/or education and is considered a family planning medical visit.

Pap smears and pelvic examinations in and of themselves constitute a medical visit but not a family planning medical visit. However, if a pap smear and pelvic examination are accompanied by other medical services involving family planning (related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization) **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization, an individual is considered to have had a family planning medical visit.

Once an individual has been determined to be a family planning client, there are a number of required services that must be provided to that client. See the NH FPP *Family Planning Clinical Services Guidelines* for detailed information on the minimum required clinical services for Family Planning sub-recipient agencies.

Examples of Clients Who Are Family Planning Clients

- An adolescent male who comes in for contraceptive methods education and counseling with his adolescent girlfriend can be counted as a family planning client as long as the client is encouraged to receive other documented NH FPP required services for males in the future (e.g., sexual history, partner history, and HIV/STI education, testicular self-

exam (TSE) education, etc.). Minors must be counseled on how to resist sexual coercion; and be encouraged to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. As with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each patient's needs are, and are indicated in the notes within the client's medical chart.

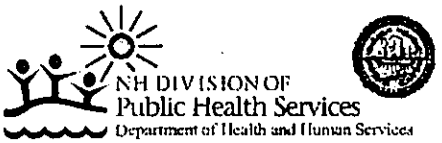
- An adult male under 65 years old coming in for a comprehensive preventive health visit can be counted as a family planning client if the client receives contraceptive method education and/or counseling (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, HIV/STI education, testicular exam, etc.).
- An adult male under 65 years old coming in for an HIV/STI visit can be counted as a family planning client if the client receives contraceptive method counseling and/or education (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, and HIV/STI education, etc.). Required testicular exam screening may not occur during the HIV/STI visit, but should be performed if the client comes back for other health care services in the future. The message that condoms can prevent both unintended pregnancy and HIV/STIs must be included as part of the counseling and/or education provided to the client.
- A male who relies on their partner's method for contraception can be counted as a family planning client if the client receives contraception and preconception counseling, and education on the partner's contraceptive method.
- Sterilized individuals can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such individuals have selected a method of birth control (sterilization). All sub-recipients offering sterilization must obtain informed consent at least 30 days, but no more than 180 days, before the date of sterilization.
- Individuals who are abstinent can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such clients have selected a method of contraception (abstinence).
- A female under 65 years old can be counted as a family planning client if they receive contraception education or counseling and other documented NH FPP required services for females as appropriate (e.g., sexual history, partner history, HIV/STI education, etc.).
- Pregnant individuals or those who are seen for their late stage pregnancy or post-partum visit can be counted as a family planning client if the client receives contraception

education and counseling and/or HIV/STI testing as part of their care.

- Individuals who have a positive pregnancy test result can be counted as a family planning client as long as they receive pregnancy diagnosis and counseling services. Pregnant individuals may be provided with information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination.
- Individuals with a negative pregnancy test can be counted as a family planning client if the client receives contraception education and counseling. In addition, the cause of delayed menses should be investigated.

Examples of Visits That Are Not Considered Family Planning Encounters

- An individual who receives anonymous HIV counseling, testing, and referral services cannot be counted as a family planning client since the visit cannot be documented and the client does not have a medical record.
- An individual whose reasons for visit does not indicate the need for services related to preventing or achieving pregnancy.



NH FAMILY PLANNING PROGRAM

III. Core (Minimum) Family Planning Services

The following services must be charged for on a sliding fee scale, which includes a zero pay category for clients with incomes at or below 100% of the FPL, and a discount schedule for clients with family incomes between 101% and 250% of the FPL.

1. Client education must provide all clients with the information needed to: make informed decisions about family planning, use specific methods of contraception and identify adverse effects, perform a breast examination or testicular self-examination (TSE), reduce the risk of HIV/STI transmission, understand the range of available services and the purpose and sequence of clinic procedures, and understand the importance of recommended screening tests and other procedures involved in the family planning visit. Client education must be documented in the client record. All clients should receive education as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning. Education can occur in a group or individual setting.

2. Counseling to assist clients in reaching an informed decision regarding their reproductive health and the choice and continued use of family planning methods and services must be provided for all clients. In addition all clients must receive counseling on, at a minimum, education about HIV infection and STIs, information on risks and HIV/STI infection prevention, and referral services. Documentation of counseling must be included in the client's record. The client's written informed voluntary consent to receive services must be obtained prior to the client receiving any clinical services. In addition, if a client chooses a prescription method of contraception, a method-specific consent form must be obtained and updated routinely at subsequent visits to reflect current information about the method. The signed informed consent form must be kept in the client's record. All clients should receive counseling as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning.

3. Comprehensive history for all clients at initial visit, with updates at subsequent visits, must be obtained. Histories for all clients must include at least the following areas: significant illnesses, hospitalizations, surgery, blood transfusion or exposure to blood products, and acute or chronic medical conditions; allergies; current use of prescription and over-the counter medications; extent of use of tobacco, alcohol, and other drugs; immunization and rubella status; review of systems; pertinent history of immediate family members; and partner history (including injectable drug use, multiple partners, risk history for HIV/AIDs, and sexual orientation). Histories of reproductive functioning in female clients must include at least the following: contraceptive use (past and present); menstrual history; sexual history; obstetrical history; gynecological conditions; history of HIV/STIs; pap smear history; and in utero exposure to DES for clients born between 1940 and 1970. Histories of reproductive function in male clients must include at least the following: sexual history; history of HIV/STIs; and urological conditions.

4. Complete physical exam for all clients should include height and weight, examination

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of the thyroid, heart, lungs, extremities, breasts, abdomen, and blood pressure evaluation. For female clients, the exam *must* include blood pressure evaluation, breast examination, pelvic examination including vulvar evaluation and bimanual exam, pap smear (for those 21 years old and older), and HIV/STI screening, as indicated. All physical examination and laboratory test requirements stipulated in the prescribing information for specific methods of contraception must be followed.

5. Laboratory Tests are required for the provision of specific methods of contraception. Pregnancy testing must be provided onsite and HIV, chlamydia, gonorrhea, and syphilis testing must be provided for all clients upon request or if indicated. The following laboratory procedures must be provided to clients if required in the provision of a contraceptive method: anemia assessment, vaginal wet mount, diabetes (blood sugar) testing, cholesterol or lipid testing, hepatitis B testing, rubella titer, and urinalysis.

7. Level I Infertility Services must be made available to female and male clients desiring such services. Level I Infertility Services includes: initial infertility interview, education, physical examination, counseling, and appropriate referral.

8. Revisit schedules must be individualized based on the client's need for education, counseling, and clinical care beyond that provided at the initial and annual visit. Clients selecting hormonal contraceptives, IUDs, cervical caps, or diaphragms for the first time should be scheduled for a revisit as appropriate after initiation of the method to reinforce its proper use, to check for possible side effects, and to provide additional information or clarification. A new or established client who chooses to continue a method already in use need not return for a revisit unless a need for re-evaluation is determined on the basis of findings at the initial visit.

9. Either directly or through referral, all reversible and permanent methods of contraception must be provided, which include barrier methods (female and male), IUDs, fertility awareness based methods, hormonal methods (injectables, implants, oral contraceptives, and emergency contraception) and sterilization. Methods not directly provided at the site should be referred first to another NH FPP site, if appropriate, and, secondly, elsewhere at an agency with which the site has a formal arrangement with for the provision of the service.

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NH DIVISION OF Public Health Services
Department of Health and Human Services

NH FAMILY PLANNING PROGRAM

IV SAMPLE DISCOUNT SCHEDULE

The following discount schedule can be used by sub-recipient agencies to help develop their own discount schedule. This is a sample and does not necessarily reflect the current Federal Poverty Guidelines.

Annual Income:	100% poverty base numbers	100% Discount 100% of poverty **No Fee**		Cat 80 101-135% of poverty **$25 Fee**		Cat 50 136 -185% of poverty **$50 Fee**	
Family Size:		**From:**	**To:**	**From:**	**To:**	**From:**	**To:**
1	$ 12,060	$ -	$ 12,179.60	$12,180.60	$16,400.60	$16,401.60	$ 22,430.60
2	$ 16,240	$ -	$ 16,401.40	$16,402.40	$22,085.40	$22,086.40	$ 30,205.40
3	$ 20,420	$ -	$ 20,623.20	$20,624.20	$27,770.20	$27,771.20	$ 37,980.20
4	$ 24,600	$ -	$ 24,845.00	$24,846.00	$33,455.00	$33,456.00	$ 45,755.00
5	$ 28,780	$ -	$ 29,066.80	$29,067.80	$39,139.80	$39,140.80	$ 53,529.80
6	$ 32,960	$ -	$ 33,288.60	$33,289.60	$44,824.60	$44,825.60	$ 61,304.60
7	$ 37,140	$ -	$ 37,510.40	$37,511.40	$50,509.40	$50,510.40	$ 69,079.40
8	$ 41,320	$ -	$ 41,732.20	$41,733.20	$56,194.20	$56,195.20	$ 76,854.20
Additional family member	$4,180						

NH DIVISION OF Public Health Services
Department of Health and Human Services

NH FAMILY PLANNING PROGRAM

Fee Policy Agreement

On behalf of Joan G. Lovering Health Center, I hereby certify that I have read and understand the
(Agency Name)
information and Fee Policy as detailed above. I agree to ensure all agency staff and subcontractors working on the NH FPP project understand and adhere to the aforementioned policy and procedures set forth.

Sandi Denoncour

Authorizing Official: Printed Name

DocuSigned by:
Sandi Denoncour
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Authorizing Official: Signature

8/27/2021

Date

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NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT COMMUNITY PARTICIPATION, EDUCATION AND PROJECT PROMOTION POLICY

Section: Maternal & Child Health Sub Section(s): Family Planning Program Version: 2.0
Effective Date: [July 1, 2021] Next Review Date: [June 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with community participation, education and project promotion requirements under the NH FPP Project. The following are covered in this section:

- Informational & Educational Materials Review and Approval
- Collaborative Planning and Community Engagement
- Community Awareness and Education

I. Informational & Educational Materials Review and Approval

The Informational and Educational (I&E) operations for the review and approval of materials rest with the sub-recipient agency; however, NH FPP oversight remains to ensure that the sub-recipient adheres to all NH FPP I&E materials review and approval requirements.

Responsibility for I&E Materials Review and Approval

All I&E materials developed or made available by the sub-recipient agency must be reviewed and approved by a Medical Director (or designee) prior to their distribution. The Medical Director (or designee) may delegate responsibility for the review of the factual, technical, and clinical accuracy of all I&E materials developed or made available by the sub-recipient agency to appropriate project staff (e.g., RN, NP, CNM). If this function is delegated to appropriate project staff, the Medical Director (or designee) must oversee these operations and grant final approval.

Processes and Procedures for I&E Materials Review and Approval

The Medical Director (or designee) must review and approve all I&E materials developed or made available under the NH FPP project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency with the purposes of the NH FPP project. **All materials being distributed or made available under the NH FPP project must be reviewed and re-approved or expired on an annual basis.**

The following criteria must be used for reviewing and approving materials to ensure that the above requirements are fulfilled:

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- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

Documentation Requirements for I&E Materials Review and Approval

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipients to ensure compliance with the NH FPP project as it relates to the review and approval of I&E materials:

1.) **I&E Master List Requirement.** On an annual basis, sub-recipients will be required to submit a comprehensive master list of I&E materials that are currently being distributed or are available to NH FPP clients. *The list must include the date of approval (or re-approval), which must be within one year from the date the I&E master list is due to be submitted.*

2.) **Policies and Procedures.** Sub-recipients must have written documentation that outlines their process for conducting material reviews, which must include:

- A process for assessing factual accuracy of the content of I&E materials reviewed.
- How the factual, technical, and clinical accuracy is ensured.
- Criteria and procedures used to ensure that the materials are suitable for the population and community for which they are intended.
- Processes for reviewing materials written in languages other than English.
- Processes for how review and approval records will be maintained.
- Processes for how old materials will be expired.

II. Community Awareness and Education

Sub-recipients must establish and implement planned activities to facilitate community awareness of and access to family planning services through the provision of community information and education programs. Community information and education programs should serve to achieve community understanding of the objectives of the project, inform the community of the availability of services, and promote continued participation in the project by persons to whom family planning services may be beneficial. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy. A community participation committee can be utilized to execute the functions and operations of this requirement.

Suggestions for Community Awareness and Education Activities:

- Deliver community presentations (e.g., providing education at a local school on a

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reproductive health topic).

- Incorporate the four-level socio-ecological model into outreach to understand and address the range of factors (individual, relationship, community and societal) that influence community understanding and continued participation in the family planning project.
- Attend community events to provide health education to attendees (e.g., tabling events, community meetings).
- Conduct presentations to inform community partners (mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations) of services, locations, and hours.
- Meet with community partners and coalitions to discuss family planning program and potential referral opportunities.
- Post up-to-date program information at a range of community venues, including virtual platforms (websites, social media, etc.).
- Distribute and post flyers.
- Distribute program information at community events (e.g., tabling events).

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

Community Participation, Education, and Project Promotion Agreement

On behalf of Joan G. Lovering Health Center, I hereby certify that I have read and understand the
(Agency Name)

The NH FPP policies regarding Community Engagement, Education, and Project Promotion as detailed above. I agree to ensure all agency staff and sub-contractors working on the NH FPP project understand and adhere to the aforementioned policies and procedures set forth.

Sandi Denoncour

Printed Name

DocuSigned by:
Sandi Denoncour
621BABC98A7747D...

Signature

8/27/2021

Date

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8/27/2021

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FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
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AGENCY: _____ COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through December 31, 2021, the following targets have been set:

1a. ____ clients will be served
1b ____ clients <100% FPL will be served
1c. ____ clients <250% FPL will be served
1d. ____ clients <20 years old will be served
1e. ____ clients on Medicaid will be served
1f. ____ male clients will be served

SFY 22 Outcome (Semi-Annual)

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20 years old
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years old positive for Chlamydia

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Within 30 days of Governor and Council, 100% of sub-recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years old. (*Performance Measure #5*)

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Within 30 days of Governor and Council, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients. (*Performance Measure #6)*

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Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval

Goal 4: Provide appropriate education and networking to ensure vulnerable populations are aware of the availability of family planning services and to inform public audiences about the program's key priorities.

By January 28, 2022, sub-recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services. (*Performance Measure #7)*

☐ Sub-recipient provides grantee a copy of completed outreach & education report by January 28, 2022.

Goal 5: The NH FPP program will assure sub-recipient agencies are providing appropriate training and technical assistance to ensure family planning staff (e.g., any staff with clinical, administrative and/or fiscal responsibilities) are aware of federal guidelines, program priorities, and new developments in reproductive health and that they have the skills to respond.

By January 28, 2022, sub-recipients will submit a 6-month training report for clinical & non-clinical staff that participated in the provision of family planning services and/or activities to ensure adequate knowledge of program policies, practices and guidelines. (*Performance Measure #8)*

☐ Sub-recipient provides grantee a copy of completed annual training report by January 28, 2022.

Goal 6: Provide counseling for minors that encourages delaying the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors' policy for review and approval within 30 days of Governor and Council Approval

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Clinical Performance:

The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure:** The percent of female family planning clients < 25 years old screened for chlamydia infection.
- **Performance Measure:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

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Work Plan Instructions:

Please use the following template to complete the 6-month work plan for the half of FY22. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. *Each objective should be Specific, Measurable, Achievable, Realistic, and Time-phased (SMART).* Each objective must be related and contribute directly to the accomplishment of the stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. *Note:* Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether or not the planned activities were effective (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of the 6-month period, you will report your semi-annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the six months.

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(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement
Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches Care Management Team Clinical Teams Behavioral Health and LCSW staff SWAP materials and SWAP Self-Management Programs and Tools	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate. 2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data) 3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate. 4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc. 5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops. 6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
	1. Director of Quality will analyze data semi-annually to evaluate performance. 2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff Care Transitions Team Care Management Team EHR	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure. 2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission. 3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation Access to local Hospital data	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization 2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.

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AGENCY: _____ COMPLETED BY: _____

Program Goal: ***Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.***	
Performance Measure: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***To promote the availability of STD screening per CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy***	
Performance Measure: The percent of female family planning clients <25 years old screened for chlamydia infection	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
•	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: *Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.*	
Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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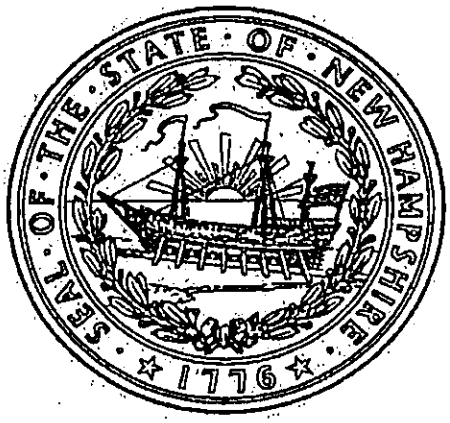
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FEMINIST HEALTH CENTER OF PORTSMOUTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 31, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **72887**

Certificate Number: **0005425201**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of August A.D. 2021.

William M. Gardner
Secretary of State

State of New Hampshire

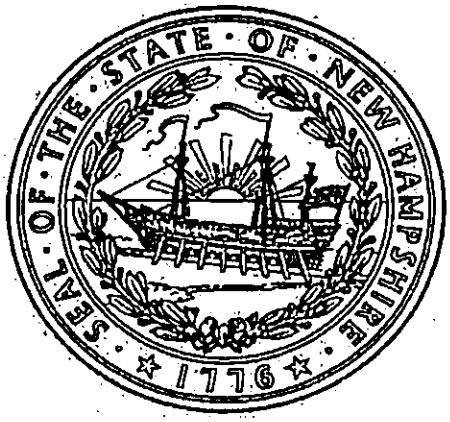
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOAN G. LOVERING HEALTH CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on January 04, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **641092**

Certificate Number: **0005427831**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of August A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cynthia Bear, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Feminist Health Center of Portsmouth dba Joan G. Lovering Health Center.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 26, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Sandra Denoncour, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Feminist Health Center of Portsmouth dba Joan G. Lovering Health Center
(Name of Corporation/ LLC)
to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 8.26.2021

Cynthia M. Bear
Signature of Elected Officer

Name: Cynthia Bear
Title: President, Board of Directors

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cross Insurance-Wakefield
401 Edgewater Place Suite 220
Wakefield MA 01880

CONTACT NAME: Amanda Harding
PHONE (A/C, No, Ext): (781) 914-1000 FAX (A/C, No): (781) 224-5777
E-MAIL ADDRESS: amanda.harding@crossagency.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Union Mutual Fire Ins Co	25860
INSURER B :	Selective Insurance Co. of America	12572
INSURER C :	Admiral Insurance Company	24856
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Feminist Health Ctr of Portsmouth DBA Joan G Lovering Health Ctr
PO BOX 456
Greenland NH 03840-0456

COVERAGES CERTIFICATE NUMBER: 20-21 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BOP0167291	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Data Compromise	$ 100,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						~~COMBINED SINGLE LIMIT~~ (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP0186609	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC7929137	11/01/2020	11/01/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Professional Liability			EO000041966	11/01/2020	11/01/2021	Each Claim	1,000,000
							Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of NH, Department
of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Mission

The Joan G Lovering Health Center is a reproductive and sexual health center. Lovering Health Center's mission is to provide confidential, comprehensive and accurate sexual and reproductive health information and services to all in a supportive environment. It is our passion to honor, respect, and advocate for the right of everyone to maintain freedom and choices regarding their own sexual and reproductive health.

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FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER

Financial Statements

For the Year Ended December 31, 2019

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FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER

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Murphy, Powers & Wilson
Certified Public Accountants, P.C.

Michael J. Murphy, CPA
Daniel E. Wilson, CPA
William R. Powers, CPA (Retired)

ACCOUNTANT'S COMPILATION REPORT

To the Board of Trustees of
Feminist Health Center of Portsmouth, Inc.

Management is responsible for the accompanying financial statements of Feminist Health Center of Portsmouth, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2019, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

We are not independent with respect to Feminist Health Center of Portsmouth, Inc.

Murphy, Powers & Wilson
Certified Public Accountants, P.C.

Hampton, New Hampshire
November 13, 2020

Murphy, Powers & Wilson CPAs, P.C.
One Merrill Industrial Drive • Unit #1
Hampton, NH 03842-1942

MEMBER
American Institute of CPAs
New Hampshire Society of CPAs

Phone: (603) 926-8063
Fax: (603) 926-0715
Website: www.mpandwcpa.com

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FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Financial Position
As at December 31, 2019

ASSETS

CURRENT ASSETS	
Cash	$119,183
Accounts receivable	6,091
Prepaid expenses	860
Total current assets	126,134
PROPERTY AND EQUIPMENT, NET	382,179
TOTAL ASSETS	$508,313

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 9,601
Mortgage's payable	7,899
Total current liabilities	17,500
LONG-TERM LIABILITIES	
Mortgage's payable, less current portion	117,544
Debt issuance costs	-1,991
Total liabilities	133,053
NET ASSETS	
Without donor restrictions	375,260
With donor restrictions	0
Total net assets	375,260
TOTAL LIABILITIES AND NET ASSETS	$508,313

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FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Activities
As at December 31, 2019

SUPPORT AND REVENUE	
Services provided	$219,443
Medical supplies	60,148
Grants	208,030
Donations	49,418
Fundraising	54,431
Interest income	98
Total support and revenue	591,568
EXPENSES	
Program expenses	
Salaries and wages	323,133
Physician fees	25,641
Clinical services	3,000
Payroll taxes	24,841
Depreciation and amortization	28,212
Utilities	8,165
Repairs and maintenance	20,397
Telephone	4,402
Office supplies and postage	4,982
Medical supplies	19,805
Contraceptive supplies	28,893
Insurance	22,585
Printing	1,605
Bookkeeping fees	2,714
Payroll processing fees	3,605
Consulting fees	3,000
Employee benefits	33,721
Marketing	1,824
Auxiliary services	13,636
Staff development	3,986
Credit card fees	5,393
Memberships/subscriptions	2,155
Interest expense	6,811
Lab expense	6,413
Equipment rental	809
Equipment expense and repair	8,052
Fundraising	6,469
Grant expense	1,200
Regulatory fees	2,312
Bank charges	1,938
Travel	117
Total expenses	619,816
Change in net assets	-28,248
NET ASSETS, BEGINNING OF YEAR	367,289
NET ASSETS, END OF YEAR	$339,041

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FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Cash Flows
For the Year Ended December 31, 2019

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$-39,319
Adjustments to reconcile change in net assets to net cash used by operating activities	
Depreciation	22,920
Amortization of debt issuance costs	158
Accounts receivable	2,994
Accounts payable	6,028
NET CASH USED BY OPERATING ACTIVITIES	-7,219
CASH FLOWS FROM FINANCING ACTIVITIES	
Mortgage's payable, net	-4,900
Payments on line of credit, net	-9,515
NET CASH USED BY FINANCING ACTIVITIES	-14,415
NET DECREASE IN CASH	-21,634
CASH AT BEGINNING OF YEAR	140,817
CASH AT END OF YEAR	$119,183

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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 2019, 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 2017, 2018 and 2019 are subject to examination by the IRS and state taxing authorities, generally for three years after they were filed.

Method of Accounting and Revenue Recognition

The financial statements of Feminist Health Center of Portsmouth, Inc. have been prepared on the accrual basis of accounting. Revenue is derived from the following principal sources: services, contributions, grants and fundraising activities. Contributions are recognized when received. Revenue from grants is recognized when the grant is awarded. Other service revenue is recognized when earned.

Contributed Services

During the year ended December 31, 2019, 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.

Use Estimates and Assumptions

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

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 $22,920.

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NOTE 1 **continued**

Deferred Fees and Amortization

Financing costs are amortized over the term of the mortgage loan using the straight-line method. Accounting principles generally accepted in the United States of America require that the effective yield method be used to amortize financing costs; however, the effect of using the straight-line method is not materially different from the results that would have been obtained under the effective yield method.

Recent Accounting Standard Adopted

In August 2016, the Financial Accounting Standards Board ("FASB") issued ASU No. 2016-14, Not-for-Profit Entities (Topic 958) Presentation of Financial Statements of Not-for Profit Entities. ASU 2016-14 requires not-for-profits to present on the face of the statement of financial position amounts for two classes of net assets at the end of the period. In April 2015, the Financial Accounting Standards Board ("FASB") issued ASU No. 2015-03, Interest-Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs. ASU 2015-03 requires nonprofits to present debt issuance costs as a direct deduction from the carrying value of the related debt liability and amortization is required to be included with interest expense in the statements of functional expenses. ASU 2015-03 is effective for the fiscal years beginning after December 15, 2015 and interim periods within fiscal years, beginning after December 15, 2015.

ASU 2016-014 is effective for the fiscal years beginning after December 15, 2017, and interim periods within fiscal years, beginning after December 15, 2018.

Financial Statement Presentation

Feminist Health Center of Portsmouth, Inc. presents its financial statements in accordance with the Financial Accounting Standards Board (FASB) in its Statement of Financial Accounting Standards, *Financial Statements of Not-for-Profit Organizations*. Accordingly, the Organization reports information regarding its financial position and activities according to two classes of net assets: without donor restrictions and with donor restrictions.

- Without donor restricted net assets represent net assets that are not subject to donor-imposed stipulations.
- With donor restricted net assets represent contributions and grants for which donor/grantor-imposed restrictions have not been met and for which the ultimate purpose of the proceeds is not permanently restricted or represent contributions and grants for which donor/grantor restrictions require that the corpus be invested in perpetuity and only the income be made available for program operations, in accordance with donor restrictions.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

The Organization uses the direct write-off method for uncollectible accounts. Accounts are reviewed regularly.

NOTE 2 **PROPERTY AND EQUIPMENT**

Property and equipment schedule is as follows:

Land and improvements	$ 45,480
Building	161,422
Building improvements	215,460
Medical equipment	101,437
Office equipment	44,813
Furniture and fixtures	24,172
New building addition	356,301
	949,085
Less Accumulated depreciation	566,906
	$382,179

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NOTE 3 MORTGAGE PAYABLE

a) Mortgage payable, $85,926, ($3,899 due within one year) represents a mortgage due Cambridge Trust Company with a rate of 4.99%. The mortgage is secured by property. As of December 31, 2019, the outstanding principal balance of the mortgage payable less unamortized deferred financing costs was $83,935. As of December 31, 2019, unamortized deferred financing costs of $1,991, consist of financing costs of $3,161 less accumulated amortization of $1,170. The effected interest rate if approximately 4.99% over the life of the loan. During the year ended December 31, 2019, amortization expense incurred was $158, and was included in interest on mortgage payable in the statements of functional expenses.

b) Mortgage payable, $39,517, ($4,000 due within one year) represents a mortgage due Cambridge Trust Company with a rate of 4.50%.

The fair value of the mortgage notes payable are estimated based on the current rates offered to the Organization for debt of the same remaining maturities. At December 31, 2019, the fair value of the mortgages approximates the amounts recorded in the financial statements.

NOTE 4 INTEREST EXPENSE

The Organization paid $10,678 in interest expense during the year ended December 31, 2019. No interest was capitalized during the year.

NOTE 5 COMPENSATED ABSENCES

Compensated absences amount cannot be reasonably estimated as of December 31, 2019.

NOTE 6 NET ASSETS RELEASED FROM RESTRICTION

Net assets are released from program restrictions by incurring expenses or satisfying the restricted purpose satisfied.

NOTE 7 LIQUIDITY

The following reflects the Organization's financial assets as of December 31, 2019, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statement of financial position date.

Financial assets	$119,183
Less those unavailable for general expenditures within one year, due to:	
Contractual or Donor imposed restrictions	
Restricted by Donor with purpose or donor restrictions	0
Financial assets available to meet cash needs for general Expenditures within one year	$119,183

NOTE 8 EVALUATION OF SUBSEQUENT EVENTS

Feminist Health Center of Portsmouth, Inc. has evaluated all subsequent events and transactions through November 13, 2020, the date which 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.

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting Feminist Health Center of Portsmouth, Inc. The significance of the impact of these disruptions, including the extent of their adverse impact on Feminist Health Center of Portsmouth, Inc. financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The COVID-19 impact on Feminist Health Center of Portsmouth, Inc. in general is uncertain at this time. COVID-19 also makes it more challenging for management to estimate future performance of Feminist Health Center of Portsmouth, Inc., particularly over the near to medium term.

In 2020 the Organization received Paycheck Protection Program funds in the amount of $51,620 and Economic Injury Disaster loan funds in the amount of $10,000.

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LOVERING HEALTH CENTER
Sexual Health, Choice & You

Name	Officer	Email	Pref. Phone #	Home Address	Start Date	Renewal Date
Cyndi Bear	Chair	[redacted]	[redacted]	[redacted]	June 2016	May 2022
Christie Davis	Vice Chair	[redacted]	[redacted]	[redacted]	April 2019	May 2022
Michael Murphy	Emeritas Treasurer	[redacted]	[redacted]	[redacted]	Feb 2011 May 2014 May 2017	May 2020
Katherine Robart Bal	Treasurer	[redacted]	[redacted]	[redacted]	Jan 2019	May 2022
Mary Toumpas	Former Chair	[redacted]	[redacted]	[redacted]	May 2016 May 2019	May 2022
Peggy Lamb	Fundraising Chair	[redacted]	[redacted]	[redacted]	April 2019	May 2022
Adriane Apicelli		[redacted]	[redacted]	[redacted]	November 2020	May 2023
Mary Boisse					April 2021	April 2024
Alex Myers	Secretary				March 2021	March 2024

Board of Directors: Minimum = 5 Maximum = 15

Members shall be elected at the annual meeting (February) for a term of 3 years. Members may serve for 2 consecutive terms. After 2 consecutive terms, member may be eligible to return to the board after a one-year hiatus. Officers will hold office for one year until their successors are elected and qualified.

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SANDRA DENONCOUR

CONTACT

[redacted]

PROFESSIONAL SUMMARY

- Proven leader in integrated health care and interdisciplinary community-based collaboration.
- Caring and knowledgeable professional with 20+ years experience in nonprofit settings.
- Committed to health care equity and access for vulnerable populations.

EDUCATION

BACHELOR OF ARTS - COMMUNICATION
University of New Hampshire, Durham, NH

ASSOCIATE OF SCIENCE - NURSING
Great Bay Community College, Newington, NH
- *Phi Beta Kappa Honor Society*

DIRECTOR OF CARE COORDINATION *Nov 2018 - Current*
Integrated Delivery Network Region 6 (DSRIP), Dover, NH

Medicaid waiver demonstration project funded by CMS with the objective to strengthen clinical and non-clinical patient care coordination and practice integration for better health outcomes.

- Strategically operationalize $18M budget as member of Operations Team.
- Liaison to Executive Committee for Care Coordination budget and strategy updates.
- Hire and coach Care Coordination team.
- Develop and facilitate Primary Care and Behavioral Health service integration demonstration projects with partners in FQHC, CMHC, hospital-based practice, and SUD service provider settings.
- Facilitate regional Community Care Team meetings with multi-disciplinary representation from physical and behavioral health care, social services, payers, and community advocates to develop shared care plans.
- Successfully produce and deliver timely reporting to NH DHHS.

PRACTICE MANAGER II *May 2015 - Nov 2018*
Lamprey Health Care, Inc, Newmarket, NH

Supervised clinical operations for two primary care practices with integrated behavioral health, OB/GYN, and Title X services.

- Strategically managed $4-$5M site budget preparation and adherence in collaboration with CFO.
- Effectively managed hiring, training, payroll, and performance evaluation in collaboration with Human Resources.
- Implemented and facilitated site management team meetings with Medical Directors, Patient Service Managers, Clinical Team Leads, and Care Coordinators.
- Designed clinical professional development strategies with positive impact on retention.
- Drove continuous quality improvement for patient access, services, and practice workflow.
- Established and implemented short and long-term organizational goals, policies, and operating procedures.
- Consistently achieved meaningful use quality measures and maintained NCQA Level 3 Medical Home practice status.

CLINICAL NURSE TEAM LEAD *May 2012 - May 2015*
Lamprey Health Care, Inc., Newmarket, NH

- On-site clinical management in the absence of the Practice Manager.

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LICENSE / CERTIFICATIONS

Registered Nurse
NH Board of Nursing
expires July 2023

Health Care Provider (BLS)
Adult, Child, and Infant CPR / AED
expires March 2023

- Direct supervision of Medical Assistants to support nine primary care and OB/GYN providers.
- Collaborative planning and implementation of the Medical Home model to ensure quality care and progress toward patient goals.
- Implementation of the Meaningful Use guidelines to support efficient and productive use of the Electronic Medical Record and Patient Portal.
- Performed daily on-site clinical duties.
- Management of Anticoagulation patient panel including report generation, outreach, and care management.
- Educated patients, family members, and caregivers on conditions and treatment protocols to aid in compliance and improve outcomes.

REGISTERED NURSE, PRIMARY CARE *May 2008 - May 2012*
Greater Seacoast Community Health, Somersworth, NH

Extensive responsibility for triage of pediatric, adult, and geriatric patients in an integrated primary care setting.

- Provided in-office assessment, patient education, procedures, medication administration, and point of care testing.
- Ensured quality care management and progress toward patient goals through education, advocacy, and direct care.
- Vaccine Management for all pediatric and adult vaccine programs including staff continuing education, management of vaccine supply, auditing of patient charts for compliance with current recommendations.

FAMILY CASE MANAGER *Jan 2002 - Apr 2004*
Cross Roads House, Inc, Portsmouth, NH

- Counseled and advocated for 10-15 homeless families living concurrently in emergency shelter.
- Promoted progress toward permanent housing for parents and children while addressing mental health, substance abuse, family/individual counseling, educational, and financial needs.

BIRTH AND POSTPARTUM DOULA *May 1998 - Sept 2000*
Cambridge Health Alliance, Cambridge, MA

- Provided culturally sensitive prenatal education, labor and postpartum support to women and families at Cambridge Hospital and Birth Center.
- Prioritized service to LGBTQ+ clients and families.
- Collaborated with CNM team to provide comprehensive care and resource referrals.

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Brigit Ordway

[redacted]

HOME: [redacted]

WORK: (603) 436-7588

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 an 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.

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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 pubic 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

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RESUMES OF KEY PERSONNEL

Amaryllis Elaine Hager, MSN, CNM, WHNP-BC

[redacted]

Professional Summary: Passionate and experienced midwife committed to working with her patients to promote holistic wellness in their lives through the philosophy of shared and informed decision-making, reproductive justice and trauma informed care. I am recognized in our community for providing exceptional patient-centered and -empowered care through building trust and encouraging self-care through education, counseling and support. Specific areas of interest include the provision of Queer care (particularly transcare), sex positivity, prenatal care, fertility and abortion care.

Experience

Certified Nurse Midwife, WHNP-BC Lovering Health Center

September 2020- Current

Providing a full range of primary and reproductive healthcare services for a diverse patient population of all ages, genders and socio-economic backgrounds in the clinics and via telemedicine within New Hampshire and Maine sites Encourage preventative care through education as well as provision of Well Person Exams, screening/management of STIs, cancer screenings, PREP services, providing gender-affirming hormone therapy as well as other services for the LGBTQI+ community, and medication/behavioral management for depression/anxiety and smoking cessation Evaluated and managed reproductive health care needs such as preconception, contraception, IUD and Nexplanon insertions and removals, medication abortions, miscarriage, and management of problems such as treating STIs, vaginitis, PCOS, pelvic pain, PID, dyspareunia, vulvodynia, vaginismus, abnormal uterine bleeding and menopause

Certified Nurse Midwife Planned Parenthood of Northern New England

Oct *2017 - April 2020*

Provided a full range of primary and reproductive healthcare services for a diverse patient population of all ages, genders and socio-economic backgrounds in the clinics and via telemedicine within New Hampshire and Maine sites Encouraged preventative care through education as well as provision of Well Person Exams, screening/management of STIs, cancer screenings, PREP services, providing gender-affirming hormone therapy as well as other services for the LGBTQI+ community, and medication/behavioral management for depression/anxiety and smoking cessation Evaluated and managed reproductive health care needs such as preconception, contraception, IUD and Nexplanon insertions and removals, medication abortions, miscarriage, and management of problems such as treating STIs, vaginitis, PCOS, pelvic pain, PID, dyspareunia, vulvodynia, vaginismus, abnormal uterine bleeding and menopause

Labor & Delivery and Maternity Nurse Hallmark Health (Melrose, MA)

May 2017 - June 2018

Assisted physician during and immediately after delivery by monitoring maternal and fetal well-being, administering medications, assessing the newborn, recording events and

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documenting data in the electronic medical record Provided high-quality age and culturally appropriate care, support and education regarding labor physiology, warning signs, pain coping strategies, breastfeeding, postpartum transition, safe sleep recommendations and newborn care Worked collaboratively to manage obstetrical complications with physicians and other members of the care team

Certified Childbirth Educator Hallmark Health (Malden, MA)

August 2016 – December 2018

Educated expectant parents about physiology of childbirth, possible complications and interventions, proven pain coping strategies, relevant medications and other topics to help families make informed decisions regarding care

Provided anticipatory guidance about how to safely care for a new infant and have a healthy postpartum transition Facilitated breastfeeding classes, newborn classes, relaxation/mindfulness classes, and postpartum support groups

Student Midwife (New Haven, CT and Cambridge, MA)
Sept 2015 – May 2016

Delivered full-scope midwifery care of antepartum, intrapartum and postpartum patients in both an office setting and in association with Mount Auburn and St. Raphael's Hospitals (delivering 54 babies under the supervision of CNMs) Provided preconception counseling, family planning services, contraception, prenatal care, options counseling, menopause management, queer care and artificial intrauterine inseminations for a diverse patient population Directed care for laboring patients in consultation with the Physician and other members of the care team, completed laceration repairs, newborn exams and provided breastfeeding support and postpartum discharge teaching

Holistic Full-Spectrum Doula Self-employed (MA, CT)
Spring 2011 - present

Serve as a professional support person through all pregnancy experiences for people of all ages and gender identities including: high-risk pregnancies, abortion, miscarriage, stillbirth or fetal demise, adoption, surrogacy, transgender pregnancy and queer care in addition to supportive care before, during and after the experience Provide compassionate patient and family-centered emotional and physical support (if desired), several relaxation and pain-coping techniques, unbiased and up-to-date information, as well as providing anticipatory guidance

Education

Yale University School of Nursing 3.45 GPA

Aug 2013 - Fall 2016 Master's of Science in Nursing (Certified Nurse Midwife in NH and Women's Health Nurse Practitioner) Bachelor of Science in Nursing (Licensed Registered Nurse in NH)

Lesley University (Cambridge, MA) 3.97 GPA ***Fall 2009 - Fall 2012*** Bachelor of Arts in Holistic Psychology (Counseling Track, Health Minor)

• NEXPLANON Clinical Training Program (Merck) ***Fall 2015 and Fall 2019***

• First-Trimester ultrasound training (PPNNE) ***Fall 2019***

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- Electronic Medical Records (EPIC, Athena, Meditech & NexGen) ***Sept 2015- April 2020***
- Advanced Cardiac Life Support (ProMed Cert) ***Summer 2020***
- Neonatal Resuscitation/NRP (Hallmark Health, pending renewal) ***Fall 2017***
- *Trager*® Practitioner; body-mind integration facilitator for relaxation (USTA) ***Spring 2007***
- Reiki II Practitioner; energy healing (John Harvey Gray Center) ***1996-present***

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ILYSSA SHERMAN

EDUCATION

University of New Hampshire – Durham, NH September 2020

M.S. Nursing – Clinical Nurse Leader
Current GPA: 3.9

University of New Hampshire – Manchester, NH May 2014

B.A. Psychology
Dean's List 2012-2014, GPA: 3.83

Manchester Community College – Manchester, NH May 2012

A.S. Medical Assisting
President's list 2010-2012, GPA: 3.8, nominated and awarded

Certificate of Academic Excellence

CLINICAL EXPERIENCE

Center for Urologic Care and Pelvic Medicine– Concord Hospital
January 2020 to May 2020
Concord, NH

Orthopedic Unit – Lakes Region General Hospital August 2019 to December 2019 Laconia, NH

Maternity Unit – Elliot Hospital Summer 2019
Manchester, NH

Residential Psychiatric Facility – Riverbend Mental Health Summer 2019
Concord, NH

Respiratory Unit – Concord Hospital January 2019 to May 2019
Concord, NH

WORK EXPERIENCE

Lovering Health Center - Greenland, NH September 2020 to present
Reproductive and Sexual Health Nurse

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Goodwin Community Health - Somersworth, NH March 2018 to December 2018 **Substance Misuse Prevention Peer Mentor**

• Cooperated with the Young Adult Prevention Coordinator to implement prevention strategies county-wide with a focus on the young adult population
• Provided direct service within the community in the form of educational groups at local agencies
• Assisted the Continuum Care Manager with organization and implementation of the Stafford County K-12 School-Based Flu Clinics
• Assisted the Strafford County Public Health Team with planning the widely attended Annual Addition Summit and many other community events
• Became primary organizer for the farmers market held at Goodwin Community Health throughout the summer

Planned Parenthood of Northern New England - Concord, NH May 2015 to December 2018 New Hampshire Action Team Seacoast Volunteer Leader
• Responsible for recruiting, interviewing, and training new volunteers
• Provided community outreach and education about women's reproductive health and rights through local events on the Seacoast, events included fundraisers, trivia nights, book clubs, and political outreach
• Shared personal story on a public speaking platform at the Women's March and other highly attended political events AmeriCorps - Concord, NH November 2014 to March 2015 Crisis Advocate YWCA - Manchester, NH January 2014 to May 2014 Intern/Direct Services Advocate
• Committed to weekly, overnight, on-call shifts responding to patients in multiple hospitals, disclosing or presenting with signs of sexual abuse
• Delivered strategic measures to aid mental health and development of individuals experiencing a crisis and provided solutions for management and intervention
• Implemented patient-centered, trauma-informed care with patients across the lifespan
• Provided culturally affirming services to individuals across sexual orientation and gender identity spectrums; advocated for affirming care from medical and legal professionals
• Liaised between patients, medical staff, and law enforcement
• Provided crisis counseling to patients and their companions including: evidenced based emotional support, safety planning, explanation of medical and legal procedures and rights, psychoeducation on rape and domestic violence, upon request

RELEVANT EXPERIENCE
• Ran for NH State Representative in Strafford County District 18 in the 2016 election
• Platform included mental health advocacy, equal rights, reproductive rights, and affordable, accessible healthcare
• Supported and advocated for Title X funding

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CERTIFICATIONS

- College Reading and Learning Association Tutor
- BLS/First Aid through the American Heart Association
- Recovery Coach through the Center for Addiction Recovery Training

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Jenna Ward

[redacted]

EDUCATION

University of New Hampshire, Durham, NH Class of 2018

College of Liberal Arts; Communication Business Application Major, Writing Minor

Family Planning Health Worker Certification, Essential Access Health December 2020

SKILLS

- Proficient in Microsoft Suite Programs, Athena EMR, Google Drive, Airtable, Canva, Mailchimp
- Solid organizational, communication, critical thinking and interpersonal skills
- Strong understanding and passion for reproductive health with a focus on abortion care, birth control methods, abortion access, and STI/HIV prevention with a social justice and trauma-informed lens.
- Extensive experience with writing, community & digital outreach, patient care, and canvassing.

EXPERIENCE

Digital Outreach Coordinator, Certified Family Planning Health Worker

The Lovering Health Center - Greenland , NH

November 2019- Present

- Conduct clinical intake with a diverse paTent populaTon seeking reproductive and sexual healthcare.
- Educate and counsel paTents before aspiraTon and medicaTon aborTons. Also provide unbiased and knowledge-based educaTon about birth control methods.
- Work with local and naTonal aborTon funds for paTents seeking financial assistance.
- Continually assessing paTent educaTon and counseling to be more streamlined and effecTve. Includes spearheading an iniTaTve to make all aborTon and birth control educaTon virtual with the most up-to date, paTent-focused resources.
- Assist with coordinaTon of fundraising campaigns with grant wriTng, event planning, online donaTon campaigns, and more.
- Manage social media accounts and website, maintaining relevant sexual & reproducTve health content to provide educaTon and promote inclusion within the community (@loveringhealth).
- Responsible for rebuilding a virtual outreach and educaTon program with mulTmedia presentaTons on reproducTve health that can be uTlized for both paTents and community.

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- In the process of rebuilding a robust volunteer program to assist with day-to-day funcTons of the health center and to increase community engagement.
- Create quarterly email newsleaers and relevant email campaigns to boost awareness.
- Responsible for designing, coordinaTng, and distribuTng tradiTonal markeTng materials such as rack cards, lawn signs, and various sexual health promoTonal merchandise.

Public Affairs/Pa3ent Advocacy Internship
Planned Parenthood of Northern New England- Portland, ME
May 2019 - Sept. 2019

- Deep Canvassed in key districts across Maine on voters beliefs about aborTon, voter registraTon, and laying the ground work for the 2020 elecTon
- Represented Planned Parenthood at local events to bring awareness and educate the public about reproducTve rights and access to reproducTve health
- Conducted interviews with paTents at Planned Parenthood health centers about access to reproducTve health services.

Digital Account Coordinator
CCA Global Partners, Carpet One Marketing – Manchester, NH
June 2018 – June 2019

- Managed coordination of content for accounts via Airtable across a wide scope of plaborms such as store websites, social media sites, blogs, etc.
- Conducted periodic meetngs with clients to develop a digital strategy to aaract customers and drive organic traffic to websites through optmized web content and graphic updates

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Emma Simpson-Tucker

[redacted]

Relevant Skills

Proficient computer and typing skills ∗ Extensive customer service experience ∗ Written and verbal communication

Organization skills ∗ Attention to detail

Employment Experience

Wentworth Home for the Aged — *Activity Aide/Dietary Aide/Nurse's Aides' Assistant*

December 2012 - August 2017

(Weekends through August 2014 and full time summers May-August 2015-2017)

Ramunto's Brick Oven Pizza — *Server/Host*

April 2018 - July 2018

Portsmouth Health Food — *Retail Associate*

July 2018 - October 2018

Gus and Ruby Letterpress —*Retail Associate*

September 2018 —September 2019

Wentworth Senior Living —*Concierge/Resident Engagement Assistant*

September 2019 — July 2021

Other Achievements

President of Keene State College Acappella Group - 2017-2018

Treasurer of the Keene State College Feminist Collective - 2017-2018

Cowriter of *The Gay Agenda* LGBTQ+ Column, InDepthNH.org - 2016-2017

Education

Keene State College - *BA Women's and Gender Studies* (May 2018)
Minors in Psychology and German

Spaulding High School - (June 2014)

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Name of RFP: Family Planning

Budget Period: July 1, 2021 - December 31, 2021

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site*
Administrative Salaries							
Executive Director	Sandra Denoncour	$36.06	40.00	$1,875.00	$35,625.00	$37,500.00	
Patient Services Coordinator	Emma Simpson-Tucker	$17.50	32.00	$1,306.00	$11,754.00	$13,060.00	
Direct Service Salaries							
WHNP / CNM	Amaryllis Hager	$40.87	40.00	$6,375.00	$36,130.00	$42,505.00	
RN	Ilyssa Sherman	$26.00	40.00	$4,056.00	$22,984.00	$27,040.00	
Lead Educator	Jenna Ward	$22.50	40.00	$3,510.00	$19,890.00	$23,400.00	
Outreach Coordinator	Brigit Ordway	$23.50	32.00	$2,933.00	$16,619.00	$19,552.00	
Total Salaries by Source				$20,055.00	$143,002.00	$163,057.00	

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Name of RFP: TANF

Budget Period: July 1, 2021 - December 31, 2021

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site*
Executive Director	Sandra Denoncour	$36.06	40.00	$350.00	$37,150.00	$37,500.00	
Outreach Coordinator	Brigit Ordway	$23.50	32.00	$2,005.00	$17,547.00	$19,552.00	
Total Salaries by Source				$2,355.00	$54,697.00	$57,052.00	

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 28, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend existing contracts with the vendors listed in bold below for family planning services, by decreasing the total price limitation by $18,615 from $6,740,866 to $6,722,251 with no change to the contract completion dates of June 30, 2021 effective upon Governor and Council approval. 100% General Funds.

The original contracts and subsequent amendments were approved by Governor and Council as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Amoskeag Health	**157274 -B001**	**Manchester, NH**	**$530,172**	**($556)**	**$529,616**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Community Action Program – Belknap Merrimack Counties, Inc.	177203 -B003	Concord, NH	$773,790	$0	$773,790	O: 11/08/2017 Item #21A A01: 8/14/2018
Concord Hospital, Inc. Family Health Center	**177653 -B011**	**Concord, NH**	**$518,196**	**($453)**	**$517,743**	**O: 11/08/2017 Item #21A A01: 8/14/2018 A02: 06/19/19 Item #78F A03: 12/18/19 Item #16**
Coos County Family Health	**155327 -B001**	**Berlin, NH**	**$314,540**	**($1,052)**	**$313,488**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**

Equality Health Center	**257562 -B001**	**Concord, NH**	**$359,600**	**($619)**	**$358,981**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Joan G. Lovering Health Center	**175132 -R001**	**Greenland, NH**	**$445,792**	**($102)**	**$445,690**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Lamprey Health Care	**177677 -R001**	**Nashua, NH**	**$925,204**	**($2,276)**	**$922,928**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Mascoma Community Health Care, Inc.	283136 -B001	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177528 -R002**	**Colchester, VT**	**$2,296,000**	**($13,557)**	**$2,282,443**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
White Mountain Community Health Center	174170 -R001	Conway, NH	$377,572	$0	$377,572	O: 11/08/2017 Item #21A A01: 06/26/19 Late Item #A
		Total:	**$6,740,866**	**($18,615)**	**$6,722,251**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to reduce funding for contractors funded through the family planning program in order to allow the Department to fund the Family Planning Program database.

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse. Approximately 14,000 individuals will be served from July 1, 2020 to June 30, 2021.

The Family Planning Program database is essential to programmatic activities, performance, and required for program evaluation. In the past, the database was funded solely through federal funds. However, federal regulations do not allow the use of federal funds for this database.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other clinical services including breast and cervical cancer screenings. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The Department will continue monitoring contracted services using the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the Department will be unable to fund the Family Planning Program database, which is essential to programmatic activities, performance, and required program evaluation. Without the Family Planning Program database, the program will not be in federal compliance with the Office of Population Affairs Title X program requirements, which could result in program would losing federal funding.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2020	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
2021	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2021	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
			Subtotal:	*$592,534*	*$0*	*$592,534*

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% Federal Funds

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$193,034*	$0	*$193,034*

[redacted]

Family Planning Fiscal Details

Coos County Family Health Center — Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$132,548*	*$0*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$156,800*	*$0*	*$156,800*

Joan G. Lovering Health Care — Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$199,896*	*$0*	*$199,896*

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$403,164*	*$0*	*$403,164*

Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$219,850	$0	$219,850

Mascoma Community Health Center			Vendor ID #283136-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$154,764	$0	$154,764
			AU 5530 TOTALS:	$2,385,022	$0	$2,385,022

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% General Funds

Concord Hospital				Vendor ID #177653-B011		PO 1059188
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$96,517	$0	$96,517
2021	102-500731	Contracts for Program Services	90080208	$96,517	($453)	$96,064
			Subtotal:	*$193,034*	*($453)*	*$192,581*

Coos County Family Health Center				Vendor ID #155327-B001		PO 1069366
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$66,274	$0	$66,274
2021	102-500731	Contracts for Program Services	90080208	$66,274	($1,052)	$65,222
			Subtotal:	*$132,548*	*($1,052)*	*$131,496*

Family Planning Fiscal Details

Equality Health Center				Vendor ID #257582-B001		PO 1069192
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$78,400	$0	$78,400
2021	102-500731	Contracts for Program Services	90080208	$78,400	($619)	$77,781
			Subtotal:	*$156,800*	*($619)*	*$156,181*
Joan G. Lovering Health Care				Vendor ID #175132-R001		PO 1069193
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$99,948	$0	$99,948
2021	102-500731	Contracts for Program Services	90080208	$99,948	($102)	$99,846
			Subtotal:	$199,896	($102)	$199,794
Lamprey Health Care				Vendor ID #177677-R001		PO 1069349
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$201,582	$0	$201,582
2021	102-500731	Contracts for Program Services	90080208	$201,582	($2,276)	$199,306
			Subtotal:	*$403,164*	*($2,276)*	*$400,888*
Amoskeag Health		Vendor ID #157274-B001				PO 1069352
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$109,925	$0	$109,925
2021	102-500731	Contracts for Program Services	90080208	$109,925	($556)	$109,369
			Subtotal:	*$219,850*	*($556)*	*$219,294*
Planned Parenthood of Northern New England			-	Vendor ID #177528-R002		
100% General Funds						PO 1069194
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$874,000	$0	$874,000
2021	102-500731	Contracts for Program Services	90080208	$874,000	($13,557)	$860,443
			Subtotal:	*$2,296,000*	*($13,557)*	*$2,282,443*
			AU 5530 TOTALS:	$3,601,292	($18,615)	$3,582,677

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF						
TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY						
ASSISTANCE TO NEEDY FAMILIES						
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds						
FUNDER: US DHHS Administration for Children and Families						
Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*
Concord Hospital Vendor ID #177653-B011						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*
Coos County Family Health Center Vendor ID #155327-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*
Equality Health Center Vendor ID #257562-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Joan G. Lovering Health Care Vendor ID #175132-R001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500

2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care		Vendor ID #177677-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center		Vendor ID #283138-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center		Vendor ID #174170-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6146 TOTAL:	$754,552	$0	$754,552
			Totals	$6,740,866	($18,615)	$6,722,251

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Family Planning Services

This 3rd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Joan G. Lovering Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 559 Portsmouth Avenue, Greenland NH 03840.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), as amended on June 19, 2019, (Late Item #78), and as amended on December 18, 2019, (Item # 16), 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, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $445,690.

2. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Exhibit B-2, Exhibit B-3, Exhibit B-4, B-5, Budget Amendment #2, Exhibit B-6, Budget Amendment #3, Exhibit B-7, Budget Amendment #2, and Exhibit B-8, Budget Amendment #2.

3. Modify Exhibit B-6, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021 by replacing in its entirety with Exhibit B-6, Amendment #3 Budget Family Planning Funds, State Fiscal Year 2021, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be 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

5/25/2020
Date

Name: Ann Landry
Title: Associate Commissioner

Joan G. Lovering Health Center

5/25/2020
Date

Name: LISA A. LEACH
Title: EXECUTIVE DIRECTOR

5/25/20

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/09/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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 B-6, Amendment #3 Budget
Family Planning Funds

New Hampshire Department of Health and Human Services

Bidder/Program Name: Joan G. Lovering Health Center

Budget Request for: Family Planning

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 118,159.00	$ 9,739.80	$ 127,848.80	$ 40,404.00	$ 9,739.80	$ 50,143.80	$ 77,705.00	$ -	$ 77,705.00
2. Employee Benefits	$ 24,999.10	$ 1,753.13	$ 26,852.23	$ 10,205.10	$ 1,753.13	$ 11,958.23	$ 14,894.00	$ -	$ 14,894.00
3. Consultants	$ 3,500.00	$ -	$ 3,500.00	$ 2,842.00	$ -	$ 2,842.00	$ 958.00	$ -	$ 958.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance		$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ -	$ -
Purchase/Depreciation	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 2,258.34	$ -	$ 2,258.34	$ 2,258.34	$ -	$ 2,258.34	$ -	$ -	$ -
Lab	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -
Pharmacy	$ 15,000.00	$ -	$ 15,000.00	$ 8,511.00	$ -	$ 8,511.00	$ 6,489.00	$ -	$ 6,489.00
Medical	$ 14,000.00	$ -	$ 14,000.00	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	$ -
Office	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
7. Occupancy	$ -	$ 8,339.33	$ 8,339.33	$ -	$ 8,339.33	$ 8,339.33	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 933.00	$ 933.00	$ -	$ 933.00	$ 933.00	$ -	$ -	$ -
Postage	$ 100.00		$ 100.00	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -
Subscriptions			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	$ -
Insurance	$ -	$ 6,396.67	$ 6,396.67	$ -	$ 6,396.67	$ 6,396.67	$ -	$ -	$ -
Board Expenses	$ -	$ 80.00	$ 80.00	$ -	$ 80.00	$ 80.00	$ -	$ -	$ -
9. Software		$ 2,450.00	$ 2,450.00	$ -	$ 2,450.00	$ 2,450.00	$ -	$ -	$ -
10. Marketing/Communications	$ 4,000.00	$ -	$ 4,000.00	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 196,516.44	$ 33,511.73	$ 223,028.17	$ 98,878.44	$ 32,511.73	$ 133,182.17	$ 98,848.00	$ -	$ 98,848.00

Indirect As A Percent of Direct

Contractor Initials LA

Date 5/25/2020

DEC05'19 PM 2:26 DAS

16 mar

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 3, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **retroactively** amend an existing agreement with the vendors listed below in **bold**, to provide Family Planning Services, by increasing the price limitation by $1,200,000 from $5,540,866 to $6,740,866, effective July 1, 2019, with no change to the completion date of June 30, 2021, upon Governor and Executive Council approval. 100% General Funds.

Seven (7) of the ten (10) vendors, which includes Planned Parenthood of Northern New England (PPNNE), have attested to their inability to participate in the Title X program as recent federal regulations inhibit their ability to provide a full range of family planning services. Six (6) vendors do not see an increase in their overall budget as General Funds will backfill their existing budgets. PPNNE will receive additional General Funds to restore their federal Title X award to allow them to continue to provide comprehensive family planning services.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Decrease Amount – Federal Funds	Increased Amount- General Funds	Revised Modified Budget	G&C Approval
Amoskeag Health	**157274-B001**	**Manchester, NH**	**$530,172**	**($105,894)**	**$105,894**	**$530,172**	**O: 11/08/2017 A01: 06/19/19 Item #78F**
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	$773,790	$0	$0	$773,790	O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$518,196**	**($92,978)**	**$92,978**	**$518,196**	**O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A**
Coos County Family Health	**155327-B001**	**Berlin, NH**	**$314,540**	**($63,844)**	**$63,844**	**$314,540**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Equality Health Center	**257562-B001**	**Concord, NH**	**$359,600**	**($75,524)**	**$75,524**	**$359,600**	O: 11/08/2017 Item #21A **A02: 06/26/19 Late Item #A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$445,792**	**($96,282)**	**$96,282**	**$445,792**	O: 11/08/2017 Item #21A **A02: 06/26/19 Late Item #A**
Lamprey Health Care	**177677-R001**	**Nashua, NH**	**$925,204**	**($194,190)**	**$194,190**	**$925,204**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Mascoma Community Health Care, Inc.	283136-B001	Canaan, NH	$200,000	$0	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177528-R002**	**Colchester, VT**	**$1,096,000**	**$0**	**$1,200,000**	**$2,296,000**	**O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A**
White Mountain Community Health Center	174170-R001	Conway, NH	$377,572	$0	$0	$377,572	O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A
		Total	**$5,540,866**	**($628,712)**	**$1,828,712**	**$6,740,866**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **retroactive** because funds anticipated to be available in Fiscal Year 2020 were not yet appropriated in the operating budget due to the continuing resolution; funds became available on September 25, 2019.

The purpose of this request is to implement section 902010-5530 of HB3. These general funds will supplant federal Title X funding allowing the New Hampshire Family Planning Program (NHFPP) to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations.

The funding change is due to changes in federal regulation of the Title X program. Seven of the ten Title X agencies have attested that they will no longer participate in the Title X program (as of July 1, 2019) as the federal rule change limits their ability to provide a full range of family planning services including limiting their ability to refer patients for abortion services. Two agencies have attested that they will continue to provide services under Title X. One agency, Mascoma Community Health Care has notified DHHS that they will no longer participate in the NH family planning program as of July 1, 2019. In accordance with HB3, this contract utilizes general funds to replace federal funds. Other than NH DHHS, the only agency that contracted directly with the federal gov't for Title X funding was PPNNE (PPNNE does not receive federal funds through DHHS). As PPNNE is no longer accepting Title X federal funds, PPNNE will receive additional general funds of $1.2M in accordance with HB3.

Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. Through this contract, the New Hampshire Family Planning Program is partnering with health centers in both rural and urban settings to ensure that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State, as there is no other system for affordable, comprehensive reproductive health care services.

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities, which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 100% General Funds.

In the event that the Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2020	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
2021	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2021	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
			Subtotal:	*$592,534*	*$0*	*$592,534*

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% Federal Funds

Concord Hospital Vendor ID #177653-B011

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
2021	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
			Subtotal:	*$286,012*	*($92,978)*	*$193,034*

Coos County Family Health Center — Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
2021	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
			Subtotal:	*$196,392*	*($63,844)*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
2021	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
			Subtotal:	*$232,324*	*($75,524)*	*$156,800*

Family Planning Fiscal Details

Joan G. Lovering Health Care — Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
2021	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
			Subtotal:	*$296,178*	*($96,282)*	*$199,896*

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
2021	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
			Subtotal:	*$597,354*	*($194,190)*	*$403,164*

Amoskeag Health — Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
2021	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
			Subtotal:	$325,744	($105,894)	$219,850

Mascoma Community Health Center — Vendor ID #283136-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$154,764	$0	$154,764

AU 5530 TOTALS:	$3,013,734	($628,712)	$2,385,022

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% General Funds

Concord Hospital			Vendor ID #177653-B011			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
2021	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
			Subtotal:	*$100,056*	*$92,978*	*$193,034*

Coos County Family Health Center			Vendor ID #165327-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
2021	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$68,274
			Subtotal:	*$68,704*	*$63,844*	*$132,548*

Equality Health Center			Vendor ID #257562-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
2021	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
			Subtotal:	*$81,276*	*$75,524*	*$156,800*
Joan G. Lovering Health Care			Vendor ID #175132-R001			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
2021	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
			Subtotal:	$103,614	$96,282	$199,896
Lamprey Health Care			Vendor ID #177677-R001			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
2021	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
			Subtotal:	*$208,974*	*$194,190*	*$403,164*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
2021	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
			Subtotal:	*$113,956*	*$105,894*	*$219,850*
Planned Parenthood of Northern New England			Vendor ID #177528-R002			

Family Planning Fiscal Details

100% General Funds						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
2021	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
			Subtotal:	*$1,096,000*	*$1,200,000*	*$2,296,000*
			AU 5530 TOTALS:	$1,772,580	$1,828,712	$3,601,292
05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTA						
TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY						
ASSISTANCE TO NEEDY FAMILIES						
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds						
FUNDER: US DHHS Administration for Children and Families						
Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*
[redacted]						
Concord Hospital Vendor ID #177653-B011						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*
[redacted]						
Coos County Family Health Center Vendor ID #155327-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*
[redacted]						
Equality Health Center Vendor ID #257562-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Joan G. Lovering Health Care		Vendor ID #175132-R001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care		Vendor ID #177677-R001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center		Vendor ID #283136-B001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center		Vendor ID #174170-R001				

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6146 TOTAL:	$754,552	$0	$754,552
			Totals	**$5,540,866**	**$1,200,000**	**$6,740,866**

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Services Contract

This 2nd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Joan G. Lovering Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 559 Portsmouth Avenue, Greenland NH 03840.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A) and as amended by the Department on June 26, 2019 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the price limitation and the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
2. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Family Planning Clinical Services Guidelines.
3. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement
4. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #2, NH Family Planning Workplan
5. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions.
6. Delete Attachment E, NH Title X Family Planning Program Data Elements, in its entirety and replace with Attachment E, Amendment #2, NH Family Planning Program Data Elements.
7. Delete Exhibit F, Title X Reporting Calendar and replace with Exhibit B, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.
8. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B,

Amendment #2, Method and Conditions Precedent to Payment.

9. Add Exhibit B-5, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2020
10. Add Exhibit B-6, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021
11. Add Exhibit B-7, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2020
12. Add Exhibit B-8, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2021
13. Add Exhibit K, DHHS Information Security Requirements

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

12/4/19
Date

Name: Lisa Morris
Title: Director

Joan G. Lovering Health Center

12/04/2019
Date

Name: LISA A LEACH
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 12/4/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Amy Katherine Bauer
Signature of Notary Public or Justice of the Peace

AMY KATHERINE BAUER ★ STATE OF NEW HAMPSHIRE ★ NOTARY PUBLIC

Amy Katherine Bauer, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/17/2023

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

Date

Name: Lisa Morris
Title: Director

Joan G. Lovering Health Center

12/04/2019
Date

Name: LISA A. LEACH
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 12/4/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Amy Katherine Bauer
Signature of Notary Public or Justice of the Peace

AMY KATHERINE BAUER STATE OF NEW HAMPSHIRE NOTARY PUBLIC

Amy Katherine Bauer, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/17/2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/4/19
Date

Name: CATHERINE PINOS
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who

are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of four hundred and fifty (450) users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.6. Clinical Services – Requirements:

4.6.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.6.2. The Contractor has elected not to accept Title X funding for the performance of these services. In the event Contractor elects to accept Title X funding in the future, Contractor agrees to fully comply with Title X regulations and that this Agreement be amended accordingly.

4.6.3. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.6.4. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff providing services under this contract must also sign prior to providing direct care and/or education.

4.6.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.6.6. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

4.7. STD and HIV Counseling and Testing – Requirements:

4.7.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC *Sexually Transmitted Diseases Treatment Guidelines* and any updates.

4.7.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.7.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.8. Health Education Materials:

4.8.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release. Examples of material topics include:

4.8.1.1. Sexually Transmitted Diseases (STD)

4.8.1.2. Contraceptive methods

4.8.1.3. Pre-conception care

4.8.1.4. Achieving pregnancy/infertility

4.8.1.5. Adolescent reproductive health

4.8.1.6. Sexual violence

4.8.1.7. Abstinence

4.8.1.8. Pap tests/cancer screenings

4.8.1.9. Substance abuse services

4.8.1.10. Mental health

4.8.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.8.3. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

4.8.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support only outreach and promotional activities.

4.9. Sterilization Services:

4.9.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements.

4.10. Confidentiality:

4.10.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be

necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with State and Federal laws.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, using the Departments template (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.5.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one

month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general demographic and clinical data (see Attachment D,), utilizing the data system currently in use by the NH FPP.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services.
2. This Agreement is funded from State General Funds and Federal Funds from the US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1801NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-5, Budget Amendment #2, Exhibit B-6, Budget Amendment #2, Exhibit B-7, Budget Amendment #2, and Exhibit B-8, Budget Amendment #2.
   - 4.2. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
   - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
   - 4.5. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-5 Amendment #2 Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: July 1, 2019 - June 30, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 118,785.00	$ 9,739.80	$ 128,524.80	$ 40,404.00	$ 9,739.80	$ 50,143.80	$ 78,381.00	$ -	$ 78,381.00
2. Employee Benefits	$ 24,899.10	$ 1,753.13	$ 26,652.23	$ 10,789.10	$ 1,753.13	$ 12,542.23	$ 14,110.00	$ -	$ 14,110.00
3. Consultants	$ 3,500.00	$ -	$ 3,500.00	$ 2,542.00	$ -	$ 2,542.00	$ 958.00	$ -	$ 958.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance		$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ -	$ -
Purchase/Depreciation	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 2,258.34	$ -	$ 2,258.34	$ 2,258.34	$ -	$ 2,258.34	$ -	$ -	$ -
Lab	$ 3,800.00	$ -	$ 3,800.00	$ 3,800.00	$ -	$ 3,800.00	$ -	$ -	$ -
Pharmacy	$ 15,000.00	$ -	$ 15,000.00	$ 8,511.00	$ -	$ 8,511.00	$ 6,489.00	$ -	$ 6,489.00
Medical	$ 14,000.00	$ -	$ 14,000.00	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	$ -
Office	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
7. Occupancy	$ -	$ 8,339.33	$ 8,339.33	$ -	$ 8,339.33	$ 8,339.33	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 933.00	$ 933.00	$ -	$ 933.00	$ 933.00	$ -	$ -	$ -
Postage	$ 100.00		$ 100.00	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -
Subscriptions			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	$ -
Insurance	$ -	$ 8,266.67	$ 8,266.67	$ -	$ 8,266.67	$ 8,266.67	$ -	$ -	$ -
Board Expenses	$ -	$ 80.00	$ 80.00	$ -	$ 80.00	$ 80.00	$ -	$ -	$ -
9. Software		$ 2,450.00	$ 2,450.00	$ -	$ 2,450.00	$ 2,450.00	$ -	$ -	$ -
10. Marketing/Communications	$ 4,000.00	$ -	$ 4,000.00	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 191,292.44	$ 32,511.73	$ 223,714.17	$ 91,254.44	$ 32,511.73	$ 123,766.17	$ 199,948.00	$ -	$ 199,948.00

Indirect As A Percent of Direct %

$ -

Contractor Initials LAL
Date 10/30/19

Exhibit B-6 Amendment #2 Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Budget Request for: Family Planning

Budget Period: July 1, 2020 - June 30, 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 118,785.00	$ 9,738.80	$ 128,534.80	$ 40,404.00	$ 9,739.60	$ 50,143.60	$ 78,381.00	$ -	$ 78,381.00
2. Employee Benefits	$ 24,899.10	$ 1,753.13	$ 26,652.23	$ 10,789.10	$ 1,753.13	$ 12,542.23	$ 14,110.00	$ -	$ 14,110.00
3. Consultants	$ 3,500.00	$ -	$ 3,500.00	$ 2,542.00	$ -	$ 2,542.00	$ 958.00	$ -	$ 958.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance		$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ -	$ -
Purchase/Depreciation	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 2,258.34	$ -	$ 2,258.34	$ 2,258.34	$ -	$ 2,258.34	$ -	$ -	$ -
Lab	$ 3,800.00	$ -	$ 3,800.00	$ 3,800.00	$ -	$ 3,800.00	$ -	$ -	$ -
Pharmacy	$ 15,000.00	$ -	$ 15,000.00	$ 8,511.00	$ -	$ 8,511.00	$ 6,489.00	$ -	$ 6,489.00
Medical	$ 14,000.00	$ -	$ 14,000.00	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	$ -
Office	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
7. Occupancy	$ -	$ 8,339.33	$ 8,339.33	$ -	$ 8,339.33	$ 8,339.33	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 933.00	$ 933.00	$ -	$ 933.00	$ 933.00	$ -	$ -	$ -
Postage	$ 100.00		$ 100.00	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -
Subscriptions			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	$ -
Insurance	$ -	$ 6,266.67	$ 6,266.67	$ -	$ 6,266.67	$ 6,266.67	$ -	$ -	$ -
Board Expenses	$ -	$ 80.00	$ 80.00	$ -	$ 80.00	$ 80.00	$ -	$ -	$ -
9. Software		$ 2,450.00	$ 2,450.00	$ -	$ 2,450.00	$ 2,450.00	$ -	$ -	$ -
10. Marketing/Communications	$ 4,000.00	$ -	$ 4,000.00	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 191,292.44	$ 32,511.73	$ 223,714.17	$ 191,254.44	$ 32,511.73	$ 223,766.17	$ 99,948.00	$ -	$ 99,948.00

Indirect As A Percent of Direct

Contractor Initials LAL
Date 10/30/19

Exhibit B-7 - Amendment #2 Budget
TANF

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Budget Request for: TANF
(Name of RFP)

Budget Period: July 1, 2019 - June 30, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 112,000.00	$ 9,880.00	$ 121,880.00	$ 103,500.00	$ 9,880.00	$ 113,380.00	$ 8,500.00	$ -	$ 8,500.00
2. Employee Benefits	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
11. Staff Education and Training		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 115,000.00	$ 9,880.00	$ 124,880.00	$ 103,500.00	$ 9,880.00	$ 113,380.00	$ 11,500.00	$ -	$ 11,500.00
Indirect As A Percent of Direct		%							

LAL
10/30/19

Exhibit B-6 - Amendment #2 Budget
TANF

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Budget Request for: TANF
(Name of RFP)

Budget Period: July 1, 2020 - June 30, 2021

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 112,000.00	$ 9,880.00	$ 121,880.00	$ 103,500.00	$ 9,880.00	$ 113,380.00	$ 8,500.00	$ -	$ 8,500.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 115,000.00	$ 9,880.00	$ 124,880.00	$ 103,500.00	$ 9,880.00	$ 113,380.00	$ 11,500.00	$ -	$ 11,500.00

Indirect As A Percent of Direct %

LAL
10/30/19

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times, when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health & Human Services
Bureau of Population Health and Community Services
Maternal & Child Health Section
Family Planning Program

Family Planning Clinical Services Guidelines, SFY 20

These guidelines detail the minimum required clinical services for Family Planning sub-recipients. The guidelines are designed to outline clinical expectations for the NH Family Planning Program within the NH Department of Health & Human Services (NH DHHS).

Each delegate is expected to use these guidelines as minimum expectations for clinical services; the document does not preclude a sub-recipient from providing a broader scope of services. If a sub-recipient chooses to develop full medical protocols, these guidelines will form the foundation reference. Individual guidelines may be quite acceptable with an evidence base. A sub-recipient may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited. Sub-recipients are expected to provide both contraceptive and preventative health services.

All MDs, APRNs, PAs, nurses, and any other staff member who provides direct care and/or education to clients *must* sign these guidelines. Individual staff signatures indicate their agreement to follow these guidelines.

Approved: _____ Date: _____
Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved: _____ Date: _____
Dr. Amy Paris, MD, MS.
NH Family Planning Medical Consultant

Joan G. Lovering Health Center 10/30/2019
{Insert Sub-Recipient Name} agrees to follow these guidelines effective {Insert Date} as minimum required clinical services for family planning.

Sub-Recipient Agency Name:

Feminist Health Center of Portsmouth dba Joan G. Lovering Health Center

Sub-Recipient Authorizing Signature:

Contractor Initials LR
Date 10/30/2019

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

   The standard package of services includes:

   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services: provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral. *These services must be provided at the client's request.*
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for family planning clients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

- **Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

  U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

  CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecs.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history

    For women:
    - Menstrual history
    - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
    - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
    - Allergies
    - Recent delivery, miscarriage, or termination
    - Any relevant infectious or chronic health conditions

- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
   - Do you want to become a parent?
   - Do you have any children now?
   - Do you want to have (more) children?
   - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
   - Practices: types of sexual activity the client engages in.
   - Pregnancy Prevention: current, past, and future contraception options
   - Partners: number, gender, concurrency of the client's sex partners
   - Protection from STD: condom use, monogamy, and abstinence
   - Past STD history in client & partner (to the extent the client is aware)
   - History of needle use (drugs, steroids, etc.) by client or partner(s)
   - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

   a) Ensure that the client understands:
      - Method effectiveness
      - Correct use of the method
      - Non-contraceptive benefits
      - Side effects
      - Protection from STDs, including HIV

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b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. <u>Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):</u>

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

pregnancy outcomes and should be optimally managed before pregnancy.
  - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
      - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

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1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by the NH Family Planning Program that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

All sub-recipients must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
    - **CDC MEC and SPR are available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
    - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152,* September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

Contractor Initials LPL

Date 10/30/19

- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

Contractor Initials UL

Date 1/30/2019

- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
    - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy. CDC. https://www.cdc.gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH: https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
    - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1; Pages 52–58
    - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

Contractor Initials LAL

Date 10/30/2019

- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

New Hampshire Family Planning
Information and Education (I&E)
Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to family planning clients. In addition, sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Feminist Health Center of Portsmouth
dba Joan G. Lovering Health Center

Agency Name

10/30/2019

Date

Contractor Initials LAL
Date 10/30/2019

NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

Contractor Initials LAL
Date 10/30/2019

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

Contractor Initials LAC
Date 10/30/2014

AGENCY NAME: _____

WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Contractor Initials LA
Date 10/30/2019

Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

Contractor Initials LR
Date 10/30/2019

Objective #4: By August 31, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors policy for review and approval within 30 days of Governor and Council Approval.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Contractor Initials LPL
Date 10/20/2019

Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. Each objective should be **Specific, Measurable, Achievable, Realistic, and Time-phased** (SMART). Each objective must be related and contribute directly to the accomplishment of a stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. ***Note:*** Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether the planned activities were effective or not (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

Contractor Initials LAL
Date 10/30/2019

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement

Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches Care Management Team Clinical Teams Behavioral Health and LCSW staff SWAP materials and SWAP Self-Management Programs and Tools	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate. 2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data) 3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate. 4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc. 5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops. 6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
	1. Director of Quality will analyze data semi-annually to evaluate performance. 2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff Care Transitions Team Care Management Team EHR Transitions of Care template documentation Access to local Hospital data	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure. 2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission. 3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization 2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.

Contractor Initials CAL
Date 10/30/2019

Agency Name: [redacted] **Name of Person Completing Work Plan:** [redacted]

Program Goal # 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
○	○
	EVALUATION ACTIVITIES
	○

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials: ZRL
Date 10/30/2019

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES

Contractor Initials LA
Date 10/30/2019

	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

Contractor Initials LAC
Date 10/30/2019

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

Contractor Initials LAG
Date 10/30/2019

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
○	○
	EVALUATION ACTIVITIES
	○

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials LA
Date 10/30/2019

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Program Goal #2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Project Objective #1:

Contractor Initials LR
Date 10/30/2019

INPUT/RESOURCES	PLANNED ACTIVITIES
▪	▪
	EVALUATION ACTIVITIES
	▪

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▪	▪
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials LAC
Date 10/30/2019

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials LAL
Date 10/30/2019

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials LRC
Date 10/30/2019

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials UAL
Date 10/30/2019

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials LPL
Date 10/30/2019

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Contractor Initials LPL
Date 10/30/2019

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of NH Family Planning Program policies, practices and guidelines.

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials LR
Date 10/30/2019

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

Contractor Initials LPL

Date 10/30/2019

Attachment A

Name/Title (Please Type Name/Title)	Signature	Date
Kristin McCullough, RN	Kristin McCullough	10/30/19
Vicky Nast, APRN	V Nast, APRN	10/30/19
Joyce Capiello, APRN	[illegible]	10/30/19
Brigit Ordway	[illegible]	10/30/19
Lisa Leach, ED	Lisa A Leach	10/31/19
Emily Amarosa MD		

Contractor Initials LAL

Date 10/30/2019

Revised: July 2019

A ma

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 17, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $1,740,506 from $3,800,360 to $5,540,866, and by extending the completion date from June 30, 2019 to June 30, 2021 effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	155327-B001	Berlin, NH	$314,540	$0	$314,540	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Lamprey Health Care	177677-R001	Nashua, NH	$925,204	$0	$925,204	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Manchester Community Health Center	157274-B001	Manchester, NH	$530,172	$0	$530,172	O: 11/08/2017 A01: 06/19/19 Item #78F
Community Action Program – Belknap Merrimack Counties, Inc.	**177203-B003**	**Concord, NH**	**$431,864**	**$341,926**	**$773,790**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$259,098**	**$259,098**	**$518,196**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**
Equality Health Center	**257562-B001**	**Concord, NH**	**$179,800**	**$179,800**	**$359,600**	**O: 11/08/2017 Item #21A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$222,896**	**$222,896**	**$445,792**	**O: 11/08/2017 Item #21A**
Planned Parenthood of Northern New England	**177528-R002**	**Portland, ME**	**$548,000**	**$548,000**	**$1,096,000**	**O: 11/08/2017 Item #21A**
White Mountain Community Health Center	**174170-R001**	**Conway, NH**	**$188,786**	**$188,786**	**$377,572**	**O: 11/08/2017 Item #21A**
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
		Total	**$3,800,360**	**$1,740,506**	**$5,540,866**	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings, and confidential teen health services. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Joan G. Lovering Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 559 Portsmouth Avenue, Greenland NH 03840.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $445,792.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace

with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/18/19
Date

Name: Lisa Morris
Title: Director

Joan G. Lovering Health Center

6/3/2019
Date

Name: LISA A. LEACH
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Rockingham on June 3, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

May Watson
Name and Title of Notary or Justice of the Peace

My Commission Expires:

MAY B WATSON
Notary Public-New Hampshire
My Commission Expires
July 19, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/19/2019
Date

Name:
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of four hundred fifty (450) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.6.5. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. **To provide access to a broad range of acceptable and effective family planning methods** and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

   - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):** http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf

   - **With supporting guidelines from:**
     US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

     U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

     CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecc.htm

     CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

     CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

American Society of Colposcopy and Cervical Pathology (ASCCP)

Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

The standard package of services includes:

- Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
- Cervical and breast cancer screening;
- Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
- Services for adolescents;
- Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
- Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
- Sexually transmitted disease diagnosis and treatment;
- Provision and follow up of referrals as needed to address medical and social services needs.

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**

- Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.

- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file: https://www.fpntc.org/resources/family-planning-basics-elearning
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use
      - Allergies
      - Recent intercourse
      - Recent delivery, miscarriage, or termination

- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:
- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:
- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. <u>Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):</u>

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

C. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening
   d) Other screening services that include:
      - Obtain medical history
      - Screen for intimate partner violence
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status

- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Provide additional STD testing as indicated
   c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

1. Medical History
2. Cervical Cytology
3. Clinical Breast Examination or discussion
4. Mammography
5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.
  - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore.
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
- American Cancer Society. http://www.cancer.org/.
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling* 1-800-762-2264 or through the Bookstore on the ACOG Web site: http://www.acog.org/Resources_And_Publications.

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- U.S. Preventive Services Task Force (USPSTF). Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.
- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Office of Population Affairs: http://www.hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions http://www.hhs.gov/opa/regional-contacts

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
  - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
  - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Agency Name

Date

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with QFP and Title X requirements with the goal of supporting clients' decisions related to preventing or achieving pregnancy.
2. Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the most current *Quality Family Planning* (QFP). These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

AGENCY NAME: _____

WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: By August 31st, of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Clinical Performance:

The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. **SFY 20 Agency Target:** **SFY 21 Agency Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. **State Minimum Target: 70%** **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b. ___ clients < 100% FPL will be served
1c. ___ clients < 250% FPL will be served
1d. ___ clients < 20 years of age will be served
1e. ___ clients on Medicaid at their last visit will be served
1f. ___ male clients will be served

SFY Outcome	
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g. _____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	Purpose	Contact Date	Outcome – Linkages Established

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) ata Elements: Effective July 1, 2017	**Additional Data Elements Proposed for FPAR 2.0:**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval: · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services.
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964

NH DIVISION OF Public Health Services

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed $2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	$2,915,402

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217 **FAIN# FPHPA016248** **69.73% Federal and 30.27% General**

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			Subtotal:	*$341,236*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517
			Subtotal:	*$193,034*

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274
			Subtotal:	*$132,548*

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400
			Subtotal:	*$156,800*

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948
			Subtotal:	*$199,896*

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582
			Subtotal:	*$403,164*

Manchester Community Health Center — Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925
			Subtotal:	*$219,850*

Mascoma Community Health Center — Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382
			Subtotal:	*$154,764*

White Mountain Community Health Center — Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108
			Subtotal:	*$166,216*

Planned Parenthood of Northern New England — Vendor ID #177528-R002
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000
			Subtotal:	*$548,000*

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. — Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314
			Subtotal:	*$90,628*

Concord Hospital — Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032
			Subtotal:	*$66,064*

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361
			Subtotal:	*$24,722*

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719
			Subtotal:	*$59,438*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	**$2,915,402**

FORM NUMBER P-37 (Version 5/8/15)

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-05)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name 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 05-95-90-902010-5530-102-500731. 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation $222,896
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Deborah Erickson-Irons		1.12 Name and Title of Contractor Signatory Deborah Erickson-Irons Executive Director	

1.13 Acknowledgement: State of New Hampshire County of Rockingham

On October 12, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

May Watson

[Seal]

MAY B WATSON
Notary Public-New Hampshire
My Commission Expires
July 19, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

May Watson

1.14 State Agency Signature Date: 10/27/17	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 10/30/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials RED
Date 10-12-17

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials RCD
Date 10-12-17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials RCG
Date 10-12-17

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center	Pass	0	0
3. Coos Co. Family Health	Pass	0.	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control,DPHS
4.
5.
6.
7.
8.
9.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are retroactive (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	$431,864
Concord Hospital Family Health Center	$259,098
Coos County Family Health	$157,270
Equality Health Center	$179,800
Joan G. Lovering Health Center	$222,896
Lamprey Health Care	$462,602
Manchester Community Health Center	$265,086
Mascoma Community Health Care	$200,000
Planned Parenthood of Northern New England	$548,000
White Mountain Community Health Center	$188,786
Total	$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed $2,915,402.00, nine (9) to be effective retroactive to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh
DoIT #2018-001

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of four hundred fifty (450) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials RED

Date 10-12-17

Exhibit B-1 BUDGET
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Jean G. Lovering Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2019

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Determined	Fixed		Determined	Fixed		Determined	Fixed	
1. Total Salary/Wages	$ 137,440.00	$ 8,720.00	$ 146,160.00	$ 46,440.00	$ 8,720.00	$ 46,160.72	$ 72,840.81	$ -	$ 72,840.81
2. Employee Benefits	$ 21,383.00	$ 1,753.13	$ 23,136.13	$ 6,620.00	$ 1,753.13	$ 8,373.13	$ 12,806.00	$ -	$ 12,806.00
3. Consultants	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Rental			$ -	$ -	$ -	$ -	$ -	$ -	
Repair and Maintenance		$ 1,000.00	$ 1,000.00	$ -	$ 700.00	$ 700.00	$ -	$ 300.00	$ 300.00
Purchase/Depreciation	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	
Lab	$ 3,600.00	$ -	$ 3,600.00	$ 3,600.00	$ -	$ 3,600.00	$ -	$ -	
Pharmacy	$ 15,000.00	$ -	$ 15,000.00	$ 6,783.53	$ -	$ 6,783.53	$ 8,216.47	$ -	$ 8,216.47
Medical	$ 14,000.00	$ -	$ 14,000.00	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	
Office	$ 600.00	$ -	$ 600.00	$ 600.00	$ -	$ 600.00	$ -	$ -	
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	
7. Occupancy	$ -	$ 8,338.33	$ 8,338.33	$ -	$ 3,837.33	$ 3,837.33	$ -	$ 2,501.00	$ 2,501.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ -	$ 853.00	$ 853.00	$ -	$ 853.19	$ 853.19	$ -	$ 279.00	$ 279.00
Postage	$ 85.00		$ 85.00	$ 85.00	$ -	$ 85.00	$ -	$ -	
Subscriptions			$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ -	$ 750.00	$ 750.00	$ -	$ 525.00	$ 525.00	$ -	$ 225.00	$ 225.00
Insurance	$ -	$ 6,398.67	$ 6,398.67	$ -	$ 4,398.67	$ 4,398.67	$ -	$ 1,800.00	$ 1,800.00
Board Expenses	$ -	$ 80.00	$ 80.00	$ -	$ 56.00	$ 56.00	$ -	$ 24.00	$ 24.00
9. Software		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ 4,400.00	$ -	$ 4,400.00	$ 3,754.53	$ -	$ 3,540.00	$ 1,143.48	$ -	$ 1,143.48
11. Staff Education and Training	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 840.00	$ 840.00	$ -	$ 300.00	$ 300.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 188,613.00	$ 30,893.73	$ 219,506.73	$ 88,133.43	$ 30,893.73	$ 119,027.16	$ 95,006.29	$ 5,487.57	$ 100,493.86

Indirect As A Percent of Direct %

Exhibit B-1 Budget

Initials RED
Date 10/12/17

Exhibit B-2 BUDGET
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Josh G. Lowering Health Center

Budget Request for: Family Planning - TANF
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2019

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Assessment	Indirect Fixed	Total	Direct Assessment	Indirect Fixed	Total	Direct Assessment	Indirect Fixed	Total
1. Total Salary/Wages	$ 116,785.00	$ 6,738.60	$ 123,534.60	$ 110,564.00	$ 6,738.60	$ 46,194.72	$ 6,291.00	$ -	$ 6,291.00
2. Employee Benefits	$ 21,363.10	$ 1,753.13	$ 23,136.23	$ 19,891.10	$ 1,753.13	$ 5,675.29	$ 1,492.00	$ -	$ 1,492.00
3. Consultants	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Rental			$ -	$ -	$ -	$ -	$ -	$ -	
Repair and Maintenance		$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 700.00	$ -	$ -	
Purchase/Depreciation	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	
Lab	$ 3,800.00	$ -	$ 3,800.00	$ 3,800.00	$ -	$ 3,800.00	$ -	$ -	
Pharmacy	$ 15,000.00	$ -	$ 15,000.00	$ 15,000.00	$ -	$ 8,783.52	$ -	$ -	
Medical	$ 14,000.00	$ -	$ 14,000.00	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	
Office	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	
7. Occupancy	$ -	$ 6,339.33	$ 6,339.33	$ -	$ 6,339.33	$ 5,837.63	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ -	$ 833.00	$ 833.00	$ -	$ 833.00	$ 853.10	$ -	$ -	
Postage	$ 85.00		$ 85.00	$ 85.00	$ -	$ 85.00	$ -	$ -	
Subscriptions			$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 525.00	$ -	$ -	
Insurance	$ -	$ 6,398.67	$ 6,398.67	$ -	$ 6,398.67	$ 4,398.67	$ -	$ -	
Board Expenses	$ -	$ 80.00	$ 80.00	$ -	$ 80.00	$ 56.00	$ -	$ -	
9. Software		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ 4,400.00	$ -	$ 4,400.00	$ 2,083.00	$ -	$ 1,840.00	$ 1,717.00	$ -	$ 1,717.00
11. Staff Education and Training	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ 840.00	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 184,513.15	$ 36,081.73	$ 214,874.83	$ 172,913.10	$ 36,081.73	$ 165,136.83	$ 11,500.00	$ -	$ 11,500.00

Indirect As A Percent of Direct %

Exhibit B-2 Budget

Initials DED
Date 10-12-17

Exhibit B-3 BUDGET
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor/Program Name: Joan G. Lovering Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: July 1, 2013 - June 30, 2015

	New Hampshire Clinic			Community Health Centers			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 111,171.00	$ 9,937.00	$ 121,108.00	$ 48,123.00	$ 6,354.00	$ 54,477.00	$ 72,904.81	$ -	$ 72,904.81
2. Employee Benefits	$ 21,818.72	$ 1,796.12	$ 23,614.84	$ 8,441.88	$ 1,796.12	$ 10,238.00	$ 12,906.80	$ -	$ 12,906.80
3. Consultants	$ 1,300.00	$ -	$ 1,300.00	$ 1,300.00	$ -	$ 1,300.00	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Rental									
Repair and Maintenance		$ 1,000.00	$ 1,000.00	$ -	$ 700.00	$ 700.00	$ -	$ 300.00	$ 300.00
Purchase/Depreciation									
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Educational	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ -	$ -	
Lab	$ 3,800.00	$ -	$ 3,800.00	$ 3,800.00	$ -	$ 3,800.00	$ -	$ -	
Pharmacy	$ 13,450.00	$ -	$ 13,450.00	$ 7,233.33	$ -	$ 7,233.33	$ 6,216.48	$ -	$ 6,216.48
Medical	$ 14,400.00	$ -	$ 14,400.00	$ 14,400.00	$ -	$ 14,400.00	$ -	$ -	
Office	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	
7. Occupancy	$ -	$ 6,338.33	$ 6,338.33	$ -	$ 5,617.33	$ 5,617.33	$ -	$ 2,201.80	$ 2,201.80
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ -	$ 833.00	$ 833.00	$ -	$ 833.10	$ 833.10	$ -	$ 779.80	$ 779.80
Postage	$ 85.00		$ 85.00	$ 85.00	$ -	$ 85.00	$ -	$ -	
Subscriptions									
Audit and Legal	$ -	$ 750.00	$ 750.00	$ -	$ 325.00	$ 325.00	$ -	$ 225.00	$ 225.00
Insurance	$ -	$ 6,386.67	$ 6,386.67	$ -	$ 6,386.67	$ 6,386.67	$ -	$ 1,800.00	$ 1,800.00
Board Expenses	$ -	$ 80.00	$ 80.00	$ -	$ 56.00	$ 56.00	$ -	$ 24.00	$ 24.00
9. Software									
10. Marketing/Communications	$ 4,400.00	$ -	$ 4,400.00	$ 3,259.52	$ -	$ 3,259.52	$ -	$ -	
11. Staff Education and Training	$ 1,700.00	$ -	$ 1,700.00	$ 1,300.00	$ -	$ 1,300.00	$ 1,143.48	$ -	$ 1,143.48
12. Subcontracts/Agreements	$ -	$ 1,700.00	$ 1,700.00	$ -	$ 840.00	$ 840.00	$ -	$ 300.00	$ 300.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 184,424.72	$ 28,554.13	$ 212,978.85	$ 91,038.11	$ 24,726.42	$ 115,764.53	$ 93,170.57	$ 5,830.60	$ 99,001.17
Indirect As A Percent of Direct	%								

Exhibit B-3 Budget

Initials DEJ
Date 10-12-17

Budget One Budget Period

Exhibit B-4 BUDGET
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

State/Program Name: Joan G. Lovering Health Center

Budget Request for: Family Planning - TANF
(Name of RFP)

Budget Period: July 1, 2013 - June 30, 2015

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Administration	Fixed		Administration	Fixed		Administration	Fixed	
1. Total Salary/Wages	$ 121,171.00	$ 6,334.00	$ 127,505.00	$ 112,340.00	$ 6,334.00	$ 118,674.00	$ 8,831.00	$ -	$ 8,831.00
2. Employee Benefits	$ 21,818.75	$ 1,748.12	$ 23,566.87	$ 20,314.75	$ 1,793.12	$ 22,108.87	$ 1,452.00	$ -	$ 1,452.00
3. Consultants	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Rental		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Repair and Maintenance		$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	
Lab	$ 3,600.00	$ -	$ 3,600.00	$ 3,600.00	$ -	$ 3,600.00	$ -	$ -	
Pharmacy	$ 13,450.00	$ -	$ 13,450.00	$ 13,450.00	$ -	$ 13,450.00	$ -	$ -	
Medical	$ 14,420.00	$ -	$ 14,420.00	$ 14,420.00	$ -	$ 14,420.00	$ -	$ -	
Office	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	
7. Occupancy	$ -	$ 8,338.33	$ 8,338.33	$ -	$ 8,338.33	$ 8,338.33	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ -	$ 833.00	$ 833.00	$ -	$ 833.00	$ 833.00	$ -	$ -	
Postage	$ 85.00		$ 85.00	$ 85.00	$ -	$ 85.00	$ -	$ -	
Subscriptions			$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	
Insurance	$ -	$ 8,366.67	$ 8,366.67	$ -	$ 8,366.67	$ 8,366.67	$ -	$ -	
Board Expenses	$ -	$ 60.00	$ 60.00	$ -	$ 60.00	$ 60.00	$ -	$ -	
9. Software		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ 4,400.00	$ -	$ 4,400.00	$ 2,883.00	$ -	$ 2,883.00	$ 1,717.00	$ -	$ 1,717.00
11. Staff Education and Training	$ 1,300.00	$ -	$ 1,300.00	$ 1,300.00	$ -	$ 1,300.00	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ 1,700.00	$ 1,700.00	$ -	$ 1,700.00	$ 1,700.00	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 183,844.75	$ 30,291.12	$ 214,227.87	$ 174,438.75	$ 30,291.12	$ 204,727.87	$ 11,500.00	$ -	$ 11,500.00

Indirect As A Percent of Direct %

Initials DEO
Date 12-12-13

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

October 17, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director

Contractor Initials DEI
Date 10-17-17

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services The State	Joan G. Lovering Health Center Name of the Contractor
Lisa Morris Signature of Authorized Representative	Deborah Erickson Irons Signature of Authorized Representative
LISA MORRIS Name of Authorized Representative	Deborah Erickson-Irons Name of Authorized Representative
DIRECTOR, DPHS Title of Authorized Representative	Executive Director Title of Authorized Representative
10/27/17 Date	October 12, 2017 Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director

Contractor Initials DEI
Date 10/12/17

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 85-946-9082

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Family Planning Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Lamprey Health Care, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), as amended on June 19, 2019, (#78F), as amended on December 18, 2019, (Item # 16), and as amended on August 5, 2020 (Item #22), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 4, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2021

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $963,154

3. Modify Form P-37, General Provisions, to add Paragraph 25, Requirements for Family Planning Projects, as follows:

   25. The Contractor shall comply with all of the following provisions:

   25.1 No state funds shall be used to subsidize abortions, either directly or indirectly. The family planning project will permit the Commissioner of the Department of Health and Human Services, or his or her designated agent or delegate, to inspect the financial records of the family planning project to monitor compliance with this requirement.

   25.2 At the end of each fiscal year, the Commissioner shall certify, in writing, to the Governor and Council that he or she personally, or through a designated agent or delegate, has reviewed the expenditure of funds awarded to a family planning project and that no state funds awarded by the Department have been used to provide abortion services.

   25.3 If the Commissioner fails to make such certification or if the Governor and Executive Council, based on evidence presented by the Commissioner in his or her certification, find that state funds awarded by the Department have been used to provide abortion services, the grant recipient shall either: (a) be found to be in breach of the terms of such contract, grant or award of funds and forfeit all right to receive further funding; or (b) suspend all operations until such time as the state funded family project is physically and financially separate from any reproductive health facility, as defined in RSA 132:37.

4. Modify Exhibit A, Scope of Services, Amendment #2 by replacing in its entirety with Exhibit A

Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 1, #1 to read:

   1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #4, Scope of Services

6. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 through Exhibit B-8, Budget Amendment #4.

7. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.5 to read:

   4.5 Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #4, Scope of Services.

8. Add Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 8 to read:

   8. The Contractor shall allow the Department to conduct financial audits on an annual basis, or upon request by the Department, to ensure compliance with the funding requirements of this Agreement. The Contractor shall make available documentation and staff as necessary to conduct such audits, including but not limited to policy and procedure manuals, financial records and reports, and discussions with management and finance staff.

9. Add Exhibit B-7, Amendment #4 Budget Family Planning Funds, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

10. Add Exhibit B-8, Amendment #4 Budget TANF Funds, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

11. Modify Attachment A, Amendment #2, Family Planning Clinical Services Guidelines in its entirety and replace it with Attachment A, Amendment #4, NH Family Planning Performance Measure Definitions, which is attached hereto and incorporated by reference herein.

12. Modify Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement in its entirety and replace it with Attachment B, Amendment #4, NH Family Planning Program Reporting Calendar SFY 22, which is attached hereto and incorporated by reference herein.

13. Modify Attachment C, Amendment #2, NH Family Planning Workplan in its entirety and replace ir with Attachment C, Amendment #4, Fee Policy, which is attached hereto and incorporated by reference herein.

14. Modify Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions in its entirety and replace it with Attachment D, Amendment #4, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement, which is attached hereto and incorporated by reference herein.

15. Modify Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace it with Attachment E, Amendment #4, Work Plan, which is attached hereto and incorporated by reference herein.

16. Delete Exhibit F, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.

All terms and conditions of the Contract and prior amendments not modified by this Amendment #4 remain in full force and effect. This Amendment shall be retroactively effective to July 1, 2021, 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

8/30/2021

Date

DocuSigned by:
Patricia M. Tilley
846FB38F5BFD4C8...

Name: Patricia M. Tilley
Title: Director

Lamprey Health Care, Inc.

8/25/2021

Date

DocuSigned by:
Greg White, CEO
7D623A8E49294D8...

Name: Greg White, CEO
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/30/2021

DocuSigned by:
D5CA9202E32C4AE...

Date

Name: Catherine Pinos
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide reproductive and sexual health clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income individuals (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered

under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of 1,251 users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor shall not utilize any funds provided under this Agreement for abortion services.

4.6. The Contractor shall make reasonable efforts to collect charges based upon a sliding fee scale from clients, in accordance with Attachment C Fee Policy without jeopardizing client confidentiality.

4.7. **Clinical Services – Requirements:**

4.7.1. The Contractor shall provide reproductive and sexual health clinical services in compliance with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.7.2. The Contractor shall comply with their own established internal protocols, policies, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.7.3. The Contractor shall ensure all MDs, APRNs, PAs, nurses and/or any staff providing direct care and/or education to clients read and sign the New Hampshire Family Planning Clinical Services Guidelines, within thirty (30) days of Governor and Executive Council approva.

4.7.4. The Contractor shall submit the New Hampshire Family Planning Clinical Services Guidelines signed signature page to the Department for review and signature no later than thirty (30) days after the Contract Effective Date.

4.7.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.7.6. The Contractor shall have at least one (1) clinical provider at each clinic site proficient in the insertion and removal of Long Acting Reversible Contraception (LARC). The Contractor shall provide documented proof of proficiency to the Department on by January 28, 2022..

4.8. **STD and HIV Counseling and Testing – Requirements:**

4.8.1. The Contractor providing STD and HIV counseling and testing shall comply

with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.8.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.8.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.9. **Health Education Materials:**

4.9.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release Attachment D, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. . Examples of material topics include:

4.9.1.1. Sexually Transmitted Diseases (STD)

4.9.1.2. Contraceptive methods, pre-conception care

4.9.1.3. Achieving pregnancy/infertility

4.9.1.4. Adolescent reproductive health

4.9.1.5. Sexual violence

4.9.1.6. Abstinence

4.9.1.7. Pap tests/cancer screenings

4.9.1.8. Substance use disorder

4.9.1.9. Mental health.

4.9.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.9.3. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.10. **Sterilization Services:**

4.10.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.11. **Confidentiality:**

4.11.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary

statistical or other form that does not identify the individual in accordance with State and Federal laws.

4.11.2. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients, in accordance with Attachment D, Amendment #4, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, (See Attachment E) for a 6-month period of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan 6-month outcomes and review/revise the work plan and submit by January 28, 2022 to the Department for approval

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses, training logs, and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department, by formal letter via email to Haley.L.Johnston@dhhs.nh.gov of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month (30 days) of hired.

6.3. The Contractor shall notify the Department, in writing via letter, when:

6.3.1. Any critical position is vacant for more than one month (30 days).

6.3.2. There is not adequate staffing to perform all required services for more than one month (30 days).

7. Performance Measures

7.1. The Contractor shall set family planning (FP) performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment A).

8. Reporting Requirements

8.1. The Contractor shall submit the current required data elements electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment A) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on January 28, 2022 or as instructed by the Department.

8.3. The Contractor shall provide records of employee salaries and wages that accurately reflect all work performed. Such records shall include, but are not limited to:

8.3.1. All activity(s) for which each employee is compensated; and

8.3.2. The total amount of time spent on each activity performed for federally assisted and all other activities.

9. Deliverables

9.1. The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment B).

New Hampshire Department of Health and Human Services

Contractor name: Lamprey Health Care

Budget Request for: FAMILY PLANNING

Budget Period: 7/1/2021 - 12/31/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 134,460.46	$ -	$ 134,460.46	$ 110,065.40	$ -	$ 110,065.40	$ 24,395.06	$ -	$ 24,395.06
2. Employee Benefits	$ 22,996.12	$ -	$ 22,996.12	$ 18,821.18	$ -	$ 18,821.18	$ 4,174.94	$ -	$ 4,174.94
3. Consultants	$ 7,500.00	$ -	$ 7,500.00	$ 7,500.00	$ -	$ 7,500.00	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Purchase/Depreciation	$ 1,088.00	$ -	$ 1,088.00	$ 1,088.00	$ -	$ 1,088.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 10,000.00	$ -	$ 10,000.00	$ 7,500.00	$ -	$ 7,500.00	$ 2,500.00	$ -	$ 2,500.00
Office	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
7. Occupancy	$ 11,500.00	$ -	$ 11,500.00	$ 11,500.00	$ -	$ 11,500.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 2,500.00	$ -	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HRAT Support	$ 7,250.00	$ -	$ 7,250.00	$ 7,250.00	$ -	$ 7,250.00	$ -	$ -	$ -
Admin/Finance Allocation	$ 15,650.00	$ -	$ 15,650.00	$ 15,650.00	$ -	$ 15,650.00	$ -	$ -	$ -
Clinical Support Allocation (Billing/HIM/QI)	$ 21,000.00	$ -	$ 21,000.00	$ 21,000.00	$ -	$ 21,000.00	$ -	$ -	$ -
TOTAL	$ 238,444.58	$ -	$ 238,444.58	$ 205,374.58	$ -	$ 205,374.58	$ 31,070.00	$ -	$ 31,070.00

Indirect As A Percent of Direct 0.0%

DS
GWC

Contractor Initials
Date 8/25/2021

Budget

Contractor name: Lamprey Health Care

Budget Request for: TANF

Budget Period: 7/1/2021-12/31/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 7,725.64	$ -	$ 7,725.64	$ -	$ -	$ -	$ 7,725.64	$ -	$ 7,725.64
2. Employee Benefits	$ 1,430.36	$ -	$ 1,430.36	$ -	$ -	$ -	$ 1,430.36	$ -	$ 1,430.36
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 9,156.00	$ -	$ 9,156.00	$ -	$ -	$ -	$ 9,156.00	$ -	$ 9,156.00

Indirect As A Percent of Direct: 0.0%

DS GWC

Contractor Initials _____

Date 8/25/2021

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY XX Outcome

1a. _____ clients served
1b. _____ clients <100% FPL
1c. _____ clients <250% FPL
1d. _____ clients <20years of age
1e. _____ clients on Medicaid
1f. _____ male clients
1g._____ women <25 years of age positive for chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of family planning clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of family planning clients under 250% FPL.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of family planning clients under 20 years of age.

Goal: To increase access to reproductive services to adolescents.

Definition: **Numerator:** Total number of clients under 20 years of age served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of family planning clients that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services to Medicaid clients.

Definition: **Numerator:** Number of clients that used Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of family planning male clients.

Goal: To increase access to reproductive services to males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 years old screened for chlamydia that tested positive.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of women <25 years old that tested positive for chlamydia.

Denominator: The total number of women <25 years old screened for chlamydia.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who received preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < 25 years old screened for chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25 years old.

Denominator: Total number of female clients < 25 years old.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.

Goal: To improve utilization of most and moderately effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) (implants or intrauterine devices systems (IUD/IUS)) method.

Goal: To improve utilization of LARC methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods, including abstinence, to prevent unintended pregnancy, STDs and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure requires for meetings (in-person and/or virtual) with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. *All sites are required to make one contact annually with the local DCYF office.* **Please be very specific in describing the outcomes of the linkages you were able to establish.**

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SAMPLE:

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure requires the family planning delegate to submit an annual training report for clinical & non-clinical staff that participate in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

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Contractor Initials 8/25/2021

Date

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NH Family Planning Reporting Calendar SFY 22 (6-Month Period)

Due within *30 days* of G&C approval: • SFY 22 Clinical Guidelines Signatures • SFY 22 – 6-MONTH FP Work Plan	
SFY 22 (July 1, 2021-December 31, 2021)	
Due Date:	**Reporting Requirement:**
October 8, 2021	Public Health Sterilization Records (July-September)
January 28, 2022	• Patient Satisfaction Surveys • Outreach and Education Report • Staff Training Report • Work Plan Update • Performance Outcome Report • Data Trend Tables (DTT) • I&E Material List with Advisory Board Approval Dates • Public Health Sterilization Records (October-December) **ALL REPORTING IS FOR A 6-MONTH TIME PERIOD.**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

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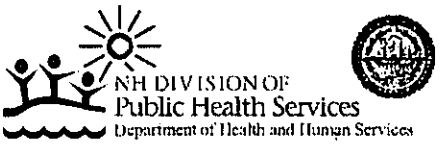
NH FAMILY PLANNING PROGRAM



GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT FEE POLICY

Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: [July 1, 2021] Next Review Date: [June 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with financial operation requirements under the NH FPP Project. The following are covered under this policy:

- Fee Policy
- Definition of a Family Planning Visit
- Core Family Planning Services

I. Fee Policy

Federal Poverty Level, Third Party Billing, and Income Verification

Client income and eligibility for a discount should be assessed, documented in the client record, and re-evaluated at least annually. Documentation of income may include a copy of a pay stub or some other form of documentation of family income; however clients who cannot present documentation of income must not be denied services and are allowed to self-report income. Sub-recipients who have lawful access to other valid means of income verification because of the client's participation in another program may use those data, rather than re-verify income or rely solely on the client's self-report. Whenever possible, there should be separate charts for client records and medical records.

Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although the agency must bill all third parties legally obligated to pay for the services. Bills to third parties must not be discounted.

Clients who are responsible for paying any fees for services must receive a bill directly at the time services are received. Bills to clients must show total charges minus any allowable discounts. Fees charged to clients must reflect true costs to a sub-recipient agency.

Agencies must offer a broad range of acceptable and effective medically approved family planning methods and services either on-site or by referral. For the purposes of considering payment for contraceptive services only, where a client has health insurance coverage through an employer that does not provide the contraceptive services sought by the client because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider the client's insurance coverage status as a good reason why they are unable to pay for contraceptive services.

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Discount Schedules/Reasonable Cost

A discount schedule (schedule of discounts or sliding fee scale) must be developed and implemented with sufficient proportional increments so that inability to pay is never a barrier to receiving services. The discount schedule must be based on family size, family income, and other specified economic considerations and is required for individuals with family incomes between 101% and 250% of the FPL. For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services.

The schedule of discounts should include charges for a new patient, an established patient, counseling and education, supplies, and laboratory costs. The schedule of discounts must be updated annually and be in accordance with the current Federal Poverty Guidelines (FPG). Sub-recipient agencies may choose to apply alternative funds to the cost of services in order to provide more generous discounts than what is required under the NH FPP project.

On an annual basis, sub-recipient agencies must submit to the NH FPP a copy of their most current discount schedule that reflects the most recently published FPG.

Third Party Payments

Sub-recipient agencies are required to bill all possible third party payers, including public and private sources, without the application of any discounts, to ensure that NH FPP funds will be used only on patients without any other sources of payments. NH FPP funds will be used only as the payer of last resort. *Sub-recipient agencies should have written agreements with NH Medicaid Plans, as appropriate.*

Family income of insured clients must be assessed before determining whether copayments or additional fees are charged. Clients whose family income is at or below 250% of the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied.

Fee Waiver

Fees may be waived for individuals with family incomes above 100% of the FPL who, as determined by the site director, are unable, for good reasons, to pay for family planning services provided through the NH FPP project. *Clients must not be denied services or be subjected to any variation in quality of services because of the inability to pay.*

Voluntary Donations

Voluntary donations from clients are permissible; however, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. If a sub-recipient agency chooses to ask for donations, then donations must be requested from *all* clients, including clients using public or private insurance. In such a case, it may be helpful to display signs at check-out or have a financial counseling script available for project staff who will be tasked with collecting donations. *Donations from clients do not waive the billing/charging requirements set out above (i.e., if a client is unable to pay the fees for family*

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planning services received, any donations collected should go towards the cost of those services received.

Confidential Collections

Sub-recipient agencies must inform clients about the existence of the discount schedule and the fact that services will not be denied due to inability to pay. Sub-recipient agencies must make reasonable efforts to collect bills, but they must in no way jeopardize client confidentiality in the process. Sub-recipient agencies must obtain a client's permission before sending bills or making phone calls to the client's home and/or place of employment.

Sub-recipient Fee Policy Documentation Requirements

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipient agencies to ensure compliance with the NH FPP project as it relates to the Fee Policy detailed above.

Sub-recipient agencies must have written documentation (policies and procedures) of the following processes, which must be consistent and demonstrated throughout sub-recipient service sites (e.g., in client records, clinic operations):

- A process that will be used for determining and documenting the client's eligibility for discounted services.
- A process for ensuring that client income verification procedure(s) will not present a barrier to receipt of services.
- A process for updating poverty guidelines and discount schedules.
- A process for annual assessment of client income and discounts.
- A process for informing clients about the availability of the discount schedule.
- A process used for determining the cost of services (e.g., using data on locally prevailing rates and actual clinic costs to develop and update the schedule of fees; frequency for updating the costs of services).
- A process for assuring that financial records indicate client income is assessed and that charges are applied appropriately to recover the cost of services.
- A process for how donations are requested and/or accepted.
- Documentation that demonstrates clients are not pressured to make donations and that donations are not a prerequisite to the provision of services or supplies (e.g., scripts).
- A process for obtaining and/or updating contracts with private and public insurers.
- A process used to assess family income before determining whether copayments or additional fees are charged.
- A process for ensuring that financial records indicate that clients with family incomes between 101%-250% of the FPL do not pay more in copayments or additional fees than they would otherwise pay when the discount schedule is applied.
- Process for identifying third party payers the sub-recipient will bill to collect reimbursements for cost of providing services.
- A description of safeguards that protect client confidentiality

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NH FAMILY PLANNING PROGRAM

II. Definition of A Family Planning Visit

A family planning client is an individual who has at least one family planning encounter during the reporting period (i.e., visits with a medical or other health care provider in which family planning services were provided). The NH FPP considers individuals ages 11 through 64 years to be potentially eligible for family planning services. However, visit definitions are needed to determine who is a family planning client.

Family Planning Visit: a documented contact (either face-to-face in a family planning program service site or virtual using telehealth technology) between an individual and a family planning provider of which the primary purpose is to provide family planning and related health services to clients who want to avoid unintended pregnancies or achieve intended pregnancies services.

A virtual family planning encounter uses telecommunications and information technology to provide access to family planning and related preventive health services, including assessment, diagnosis, intervention, consultation, education and counseling, and supervision, at a distance. Telehealth technologies include telephone, facsimile machines, electronic mail systems, videoconferencing, store-and-forward imaging, streaming media, remote monitoring devices, and terrestrial and wireless communications.

Types of Family Planning Visits

1. **Family Planning Encounter With A Clinical Service Provider:** a documented, face-to-face or virtual encounter between a family planning client and a Clinical Services Provider (e.g., physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are appropriately trained in family planning) in which the client is provided (in association with the proposed or adopted method of contraception or treatment for infertility) one or more of the following medical services related to family planning:

   * Pap Smear
   * Pelvic Examination
   * Rectal Examination
   * Testicular Examination
   * Hemoglobin or Hematocrit
   * Blood Pressure Reading
   * HIV/STI Testing
   * Sterilization
   * Infertility Treatment
   * Preconception Counseling

2. **Family Planning Encounter With An Other Health Care Provider** a documented, face-to-face or virtual encounter between a family planning client and an Other Services Provider (e.g., registered nurses, public health nurses, licensed vocational or licensed practical nurses [LPNs], certified nurse assistants, health educators, social workers, or clinic aides) in which family planning education or counseling services are provided in relation to contraception (proposed or adopted method), infertility or sterilization. The counseling should include a thorough discussion of the following:

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- Reproductive anatomy and physiology
- Infertility, as appropriate
- HIV/STI's
- The variety of family planning methods available, including abstinence and fertility-awareness based methods
- The uses, health risks, and benefits associated with each family planning method
- The need to return for evaluation on a regular basis and as problems are identified
- Pregnancy options counseling

Education and/or counseling related to contraception, infertility or sterilization, which may occur in a group setting on an individual basis, must be face-to-face or virtual contact and documented in the client's medical record in order to be counted as a family planning client.

Laboratory tests, in and of themselves, do not constitute visits of any type. If laboratory testing is performed and there is no other face-to-face or virtual contact between a provider and a client, then the visit cannot be counted. However, if the tests are accompanied by other medical services involving family planning related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility or sterilization, an individual will have had a medical or any other health care provider visit by virtue of such medical services or counseling and/or education and is considered a family planning medical visit.

Pap smears and pelvic examinations in and of themselves constitute a medical visit but not a family planning medical visit. However, if a pap smear and pelvic examination are accompanied by other medical services involving family planning (related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization) **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization, an individual is considered to have had a family planning medical visit.

Once an individual has been determined to be a family planning client, there are a number of required services that must be provided to that client. See the NH FPP *Family Planning Clinical Services Guidelines* for detailed information on the minimum required clinical services for Family Planning sub-recipient agencies.

Examples of Clients Who Are Family Planning Clients

- An adolescent male who comes in for contraceptive methods education and counseling with his adolescent girlfriend can be counted as a family planning client as long as the client is encouraged to receive other documented NH FPP required services for males in the future (e.g., sexual history, partner history, and HIV/STI education, testicular self-

exam (TSE) education, etc.). Minors must be counseled on how to resist sexual coercion; and be encouraged to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. As with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each patient's needs are, and are indicated in the notes within the client's medical chart.

- An adult male under 65 years old coming in for a comprehensive preventive health visit can be counted as a family planning client if the client receives contraceptive method education and/or counseling (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, HIV/STI education, testicular exam, etc.).
- An adult male under 65 years old coming in for an HIV/STI visit can be counted as a family planning client if the client receives contraceptive method counseling and/or education (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, and HIV/STI education, etc.). Required testicular exam screening may not occur during the HIV/STI visit, but should be performed if the client comes back for other health care services in the future. The message that condoms can prevent both unintended pregnancy and HIV/STIs must be included as part of the counseling and/or education provided to the client.
- A male who relies on their partner's method for contraception can be counted as a family planning client if the client receives contraception and preconception counseling, and education on the partner's contraceptive method.
- Sterilized individuals can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such individuals have selected a method of birth control (sterilization). All sub-recipients offering sterilization must obtain informed consent at least 30 days, but no more than 180 days, before the date of sterilization.
- Individuals who are abstinent can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such clients have selected a method of contraception (abstinence).
- A female under 65 years old can be counted as a family planning client if they receive contraception education or counseling and other documented NH FPP required services for females as appropriate (e.g., sexual history, partner history, HIV/STI education, etc.).
- Pregnant individuals or those who are seen for their late stage pregnancy or post-partum visit can be counted as a family planning client if the client receives contraception

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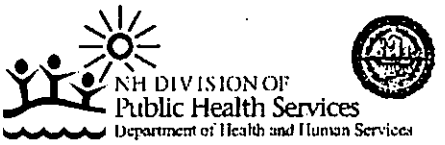
education and counseling and/or HIV/STI testing as part of their care.

- Individuals who have a positive pregnancy test result can be counted as a family planning client as long as they receive pregnancy diagnosis and counseling services. Pregnant individuals may be provided with information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination.
- Individuals with a negative pregnancy test can be counted as a family planning client if the client receives contraception education and counseling. In addition, the cause of delayed menses should be investigated.

Examples of Visits That Are Not Considered Family Planning Encounters

- An individual who receives anonymous HIV counseling, testing, and referral services cannot be counted as a family planning client since the visit cannot be documented and the client does not have a medical record.
- An individual whose reasons for visit does not indicate the need for services related to preventing or achieving pregnancy.



III. Core (Minimum) Family Planning Services

The following services must be charged for on a sliding fee scale, which includes a zero pay category for clients with incomes at or below 100% of the FPL, and a discount schedule for clients with family incomes between 101% and 250% of the FPL.

1. Client education must provide all clients with the information needed to: make informed decisions about family planning, use specific methods of contraception and identify adverse effects, perform a breast examination or testicular self-examination (TSE), reduce the risk of HIV/STI transmission, understand the range of available services and the purpose and sequence of clinic procedures, and understand the importance of recommended screening tests and other procedures involved in the family planning visit. Client education must be documented in the client record. All clients should receive education as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning. Education can occur in a group or individual setting.

2. Counseling to assist clients in reaching an informed decision regarding their reproductive health and the choice and continued use of family planning methods and services must be provided for all clients. In addition all clients must receive counseling on, at a minimum, education about HIV infection and STIs, information on risks and HIV/STI infection prevention, and referral services. Documentation of counseling must be included in the client's record. The client's written informed voluntary consent to receive services must be obtained prior to the client receiving any clinical services. In addition, if a client chooses a prescription method of contraception, a method-specific consent form must be obtained and updated routinely at subsequent visits to reflect current information about the method. The signed informed consent form must be kept in the client's record. All clients should receive counseling as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning.

3. Comprehensive history for all clients at initial visit, with updates at subsequent visits, must be obtained. Histories for all clients must include at least the following areas: significant illnesses, hospitalizations, surgery, blood transfusion or exposure to blood products, and acute or chronic medical conditions; allergies; current use of prescription and over-the counter medications; extent of use of tobacco, alcohol, and other drugs; immunization and rubella status; review of systems; pertinent history of immediate family members; and partner history (including injectable drug use, multiple partners, risk history for HIV/AIDs, and sexual orientation). Histories of reproductive functioning in female clients must include at least the following: contraceptive use (past and present); menstrual history; sexual history; obstetrical history; gynecological conditions; history of HIV/STIs; pap smear history; and in utero exposure to DES for clients born between 1940 and 1970. Histories of reproductive function in male clients must include at least the following: sexual history; history of HIV/STIs; and urological conditions.

4. Complete physical exam for all clients should include height and weight, examination

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of the thyroid, heart, lungs, extremities, breasts, abdomen, and blood pressure evaluation. For female clients, the exam *must* include blood pressure evaluation, breast examination, pelvic examination including vulvar evaluation and bimanual exam, pap smear (for those 21 years old and older), and HIV/STI screening, as indicated. All physical examination and laboratory test requirements stipulated in the prescribing information for specific methods of contraception must be followed.

5. Laboratory Tests are required for the provision of specific methods of contraception. Pregnancy testing must be provided onsite and HIV, chlamydia, gonorrhea, and syphilis testing must be provided for all clients upon request or if indicated. The following laboratory procedures must be provided to clients if required in the provision of a contraceptive method: anemia assessment, vaginal wet mount, diabetes (blood sugar) testing, cholesterol or lipid testing, hepatitis B testing, rubella titer, and urinalysis.

7. Level I Infertility Services must be made available to female and male clients desiring such services. Level I Infertility Services includes: initial infertility interview, education, physical examination, counseling, and appropriate referral.

8. Revisit schedules must be individualized based on the client's need for education, counseling, and clinical care beyond that provided at the initial and annual visit. Clients selecting hormonal contraceptives, IUDs, cervical caps, or diaphragms for the first time should be scheduled for a revisit as appropriate after initiation of the method to reinforce its proper use, to check for possible side effects, and to provide additional information or clarification. A new or established client who chooses to continue a method already in use need not return for a revisit unless a need for re-evaluation is determined on the basis of findings at the initial visit.

9. Either directly or through referral, all reversible and permanent methods of contraception must be provided, which include barrier methods (female and male), IUDs, fertility awareness based methods, hormonal methods (injectables, implants, oral contraceptives, and emergency contraception) and sterilization. Methods not directly provided at the site should be referred first to another NH FPP site, if appropriate, and, secondly, elsewhere at an agency with which the site has a formal arrangement with for the provision of the service.

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

IV SAMPLE DISCOUNT SCHEDULE

The following discount schedule can be used by sub-recipient agencies to help develop their own discount schedule. This is a sample and does not necessarily reflect the current Federal Poverty Guidelines.

Annual Income:	100% poverty base numbers	100% Discount 100% of poverty **No Fee**		Cat 80 101-135% of poverty **$25 Fee**		Cat 50 136 -185% of poverty **$50 Fee**	
Family Size:		**From:**	**To:**	**From:**	**To:**	**From:**	**To:**
1	$ 12,060	$ -	$ 12,179.60	$12,180.60	$16,400.60	$16,401.60	$ 22,430.60
2	$ 16,240	$ -	$ 16,401.40	$16,402.40	$22,085.40	$22,086.40	$ 30,205.40
3	$ 20,420	$ -	$ 20,623.20	$20,624.20	$27,770.20	$27,771.20	$ 37,980.20
4	$ 24,600	$ -	$ 24,845.00	$24,846.00	$33,455.00	$33,456.00	$ 45,755.00
5	$ 28,780	$ -	$ 29,066.80	$29,067.80	$39,139.80	$39,140.80	$ 53,529.80
6	$ 32,960	$ -	$ 33,288.60	$33,289.60	$44,824.60	$44,825.60	$ 61,304.60
7	$ 37,140	$ -	$ 37,510.40	$37,511.40	$50,509.40	$50,510.40	$ 69,079.40
8	$ 41,320	$ -	$ 41,732.20	$41,733.20	$56,194.20	$56,195.20	$ 76,854.20
Additional family member	$4,180						

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NH DIVISION OF Public Health Services
Department of Health and Human Services

NH FAMILY PLANNING PROGRAM

Fee Policy Agreement

On behalf of Lamprey Health Care (Agency Name), I hereby certify that I have read and understand the information and Fee Policy as detailed above. I agree to ensure all agency staff and subcontractors working on the NH FPP project understand and adhere to the aforementioned policy and procedures set forth.

Greg White, CEO

Authorizing Official: Printed Name

DocuSigned by:
Greg White, CEO
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Authorizing Official: Signature

8/25/2021

Date

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NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT COMMUNITY PARTICIPATION, EDUCATION AND PROJECT PROMOTION POLICY

Section: Maternal & Child Health · Sub Section(s): Family Planning Program Version: 2.0
Effective Date: [July 1, 2021] Next Review Date: [June 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with community participation, education and project promotion requirements under the NH FPP Project. The following are covered in this section:

- Informational & Educational Materials Review and Approval
- Collaborative Planning and Community Engagement
- Community Awareness and Education

I. Informational & Educational Materials Review and Approval

The Informational and Educational (I&E) operations for the review and approval of materials rest with the sub-recipient agency; however, NH FPP oversight remains to ensure that the sub-recipient adheres to all NH FPP I&E materials review and approval requirements.

Responsibility for I&E Materials Review and Approval

All I&E materials developed or made available by the sub-recipient agency must be reviewed and approved by a Medical Director (or designee) prior to their distribution. The Medical Director (or designee) may delegate responsibility for the review of the factual, technical, and clinical accuracy of all I&E materials developed or made available by the sub-recipient agency to appropriate project staff (e.g., RN, NP, CNM). If this function is delegated to appropriate project staff, the Medical Director (or designee) must oversee these operations and grant final approval.

Processes and Procedures for I&E Materials Review and Approval

The Medical Director (or designee) must review and approve all I&E materials developed or made available under the NH FPP project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency with the purposes of the NH FPP project. **All materials being distributed or made available under the NH FPP project must be reviewed and re-approved or expired on an annual basis.**

The following criteria must be used for reviewing and approving materials to ensure that the above requirements are fulfilled:

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- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

Documentation Requirements for I&E Materials Review and Approval

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipients to ensure compliance with the NH FPP project as it relates to the review and approval of I&E materials:

1.) **I&E Master List Requirement.** On an annual basis, sub-recipients will be required to submit a comprehensive master list of I&E materials that are currently being distributed or are available to NH FPP clients. *The list must include the date of approval (or re-approval), which must be within one year from the date the I&E master list is due to be submitted.*

2.) **Policies and Procedures.** Sub-recipients must have written documentation that outlines their process for conducting material reviews, which must include:

- A process for assessing factual accuracy of the content of I&E materials reviewed.
- How the factual, technical, and clinical accuracy is ensured.
- Criteria and procedures used to ensure that the materials are suitable for the population and community for which they are intended.
- Processes for reviewing materials written in languages other than English.
- Processes for how review and approval records will be maintained.
- Processes for how old materials will be expired.

II. Community Awareness and Education

Sub-recipients must establish and implement planned activities to facilitate community awareness of and access to family planning services through the provision of community information and education programs. Community information and education programs should serve to achieve community understanding of the objectives of the project, inform the community of the availability of services, and promote continued participation in the project by persons to whom family planning services may be beneficial. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy. A community participation committee can be utilized to execute the functions and operations of this requirement.

Suggestions for Community Awareness and Education Activities:

- Deliver community presentations (e.g., providing education at a local school on a

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reproductive health topic).

- Incorporate the four-level socio-ecological model into outreach to understand and address the range of factors (individual, relationship, community and societal) that influence community understanding and continued participation in the family planning project.
- Attend community events to provide health education to attendees (e.g., tabling events, community meetings).
- Conduct presentations to inform community partners (mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations) of services, locations, and hours.
- Meet with community partners and coalitions to discuss family planning program and potential referral opportunities.
- Post up-to-date program information at a range of community venues, including virtual platforms (websites, social media, etc.).
- Distribute and post flyers.
- Distribute program information at community events (e.g., tabling events).

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

Community Participation, Education, and Project Promotion Agreement

On behalf of Lamprey Health Care (Agency Name), I hereby certify that I have read and understand the The NH FPP policies regarding Community Engagement, Education, and Project Promotion as detailed above. I agree to ensure all agency staff and sub-contractors working on the NH FPP project understand and adhere to the aforementioned policies and procedures set forth.

Greg White, CEO

Printed Name

DocuSigned by:
Greg White, CEO
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Signature

8/25/2021

Date

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through December 31, 2021, the following targets have been set:

1a. ____ clients will be served
1b ____ clients <100% FPL will be served
1c. ____ clients <250% FPL will be served
1d. ____ clients <20 years old will be served
1e. ____ clients on Medicaid will be served
1f. ____ male clients will be served

SFY 22 Outcome (Semi-Annual)

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20 years old
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years old positive for Chlamydia

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Within 30 days of Governor and Council, 100% of sub-recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years old. (*Performance Measure #5*)

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Within 30 days of Governor and Council, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction~~s~~ education with all family planning clients. (*Performance Measure #6)*

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Attachment E
FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval

Goal 4: Provide appropriate education and networking to ensure vulnerable populations are aware of the availability of family planning services and to inform public audiences about the program's key priorities.

By January 28, 2022, sub-recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services. (*Performance Measure #7)*

☐ Sub-recipient provides grantee a copy of completed outreach & education report by January 28, 2022.

Goal 5: The NH FPP program will assure sub-recipient agencies are providing appropriate training and technical assistance to ensure family planning staff (e.g., any staff with clinical, administrative and/or fiscal responsibilities) are aware of federal guidelines, program priorities, and new developments in reproductive health and that they have the skills to respond.

By January 28, 2022, sub-recipients will submit a 6-month training report for clinical & non-clinical staff that participated in the provision of family planning services and/or activities to ensure adequate knowledge of program policies, practices and guidelines. (*Performance Measure #8)*

☐ Sub-recipient provides grantee a copy of completed annual training report by January 28, 2022.

Goal 6: Provide counseling for minors that encourages delaying the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors' policy for review and approval within 30 days of Governor and Council Approval

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FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure:** The percent of female family planning clients < 25 years old screened for chlamydia infection.
- **Performance Measure:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

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FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Work Plan Instructions:

Please use the following template to complete the 6-month work plan for the half of FY22. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. *Each objective should be Specific, Measurable, Achievable, Realistic, and Time-phased (SMART).* Each objective must be related and contribute directly to the accomplishment of the stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. *Note:* Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether or not the planned activities were effective (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of the 6-month period, you will report your semi-annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the six months.

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FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement
Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate.
Care Management Team	2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data)
	3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate.
Clinical Teams	4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc.
Behavioral Health and LCSW staff	5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops.
SWAP materials and SWAP	6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
Self-Management Programs and Tools	1. Director of Quality will analyze data semi-annually to evaluate performance.
	2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
Care Management Team	
EHR	3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization
	2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.
Access to local Hospital data	

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Attachment E

FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.	
Performance Measure: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***To promote the availability of STD screening per CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy***	
Performance Measure: The percent of female family planning clients <25 years old screened for chlamydia infection	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
•	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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FAMILY PLANNING WORK PLAN

NH FAMILY PLANNING - SFY 22

(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: *Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.*	
Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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State of New Hampshire

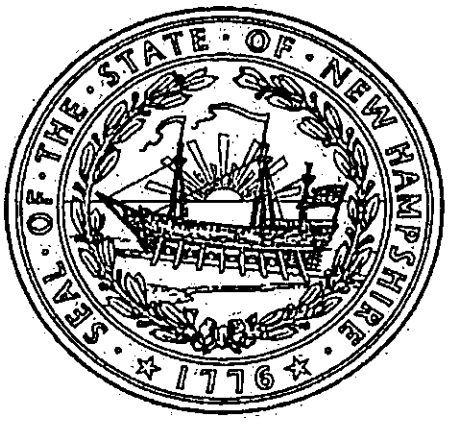
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAMPREY HEALTH CARE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 16, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **66382**

Certificate Number: **0005334125**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Thomas Christopher Drew, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Lamprey Health Care, Inc..
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 25, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Gregory A. White (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Lamprey Health Care, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: August 19, 2021

Signature of Elected Officer
Name: Thomas Christopher Drew
Title: Secretary, Board of Directors

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LAMPHEA-01 ASTOBERT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862
HUB International New England
275 US Route 1
Cumberland Foreside, ME 04110

CONTACT NAME: Lauren Stiles
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Lauren.Stiles@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Atlantic Charter Insurance Company	44326
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lamprey Health Care, Inc.
207 South Main Street
Newmarket, NH 03857

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PHPK2286844	7/1/2021	7/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		WCA00545409	7/1/2021	7/1/2022	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire
Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

Our Mission

The mission of Lamprey Health Care is to provide high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management, to all individuals regardless of ability to pay.

- We seek to be **a leader in providing access** to medical and health services that improve the health status of the individuals and families in the communities we serve.
- Our mission is to **remove barriers that prevent access to care**; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.
- Lamprey Health Care's **commitment to the community** extends to providing and/or coordinating access to a full range of comprehensive services.
- Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and **exceeding standards of excellence in quality and service**.

Our Vision

- We will be the **outstanding primary care choice** for our patients, our communities and our service area, and the standard by which others are judged.
- We will continue as **pacesetter** in the use of new knowledge for lifestyle improvement, quality of life.
- We will be a **center of excellence** in service, quality and teaching.
- We will be **part of an integrated system** of care to ensure access to medical care for all individuals and families in our communities.
- We will be an **innovator** to foster development of the best primary care practices, adoption of the tools of technology and teaching.
- We will **establish partnerships**, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

Our Values

- We exist to **serve the needs of our patients**.
- We value a positive **caring approach** in delivering patient services.
- We are committed to **improving the health** and total well-being of our communities.
- We are committed to **being proactive** in identifying and meeting our communities' health care needs.
- We provide a supportive environment for **the professional and personal growth, and healthy lifestyles of our employees**.
- We provide an **atmosphere of learning** and growth for both patients and employees as well as for those seeking training in primary care.
- We succeed by utilizing a **team approach** that values a positive, constructive commitment to Lamprey Health Care's mission.

Affirmed 12/16/2020

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BerryDunn

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2020 and 2019

With Independent Auditor's Report

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BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2020 and 2019, and the related consolidated statements of operations, functional expenses, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2020 and 2019, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2020 and 2019, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position, results of operations and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
January 28, 2021

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LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Balance Sheets

September 30, 2020 and 2019

ASSETS

	2020	2019
Current assets		
Cash and cash equivalents	$ 3,504,514	$ 1,422,407
Patient accounts receivable, net	1,277,013	1,237,130
Grants receivable	658,568	452,711
Other receivables	130,004	236,798
Inventory	129,591	81,484
Other current assets	147,799	78,405
Total current assets	5,847,489	3,508,935
Investment in limited liability company	-	19,101
Assets limited as to use	2,953,580	2,943,714
Fair value of interest rate swap	-	13,512
Property and equipment, net	7,795,861	7,608,578
Total assets	$16,596,930	$14,093,840

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 578,888	$ 641,818
Accrued payroll and related expenses	1,322,364	961,024
Deferred revenue	72,421	85,418
Provider Relief Funds	196,549	-
COVID-19 Emergency Healthcare System Relief Fund refundable advance	250,000	-
Current maturities of long-term debt	88,027	106,190
Total current liabilities	2,508,249	1,794,450
Long-term debt, less current maturities	2,821,023	2,031,076
Fair value of interest rate swaps	217,657	-
Total liabilities	5,546,929	3,825,526
Net assets		
Without donor restrictions	10,579,230	9,732,208
With donor restrictions	470,771	536,106
Total net assets	11,050,001	10,268,314
Total liabilities and net assets	$16,596,930	$14,093,840

The accompanying notes are an integral part of these consolidated financial statements.

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LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Operations

Years Ended September 30, 2020 and 2019

	2020	2019
Operating revenue		
Patient service revenue	**$10,206,803**	$ 9,424,048
Provision for bad debts	**(497,961)**	(398,544)
Net patient service revenue	**9,708,842**	9,025,504
Rental income	**176,353**	194,443
Grants, contracts and contributions	**5,663,601**	6,104,270
Paycheck Protection Program	**2,152,212**	-
Other operating revenue	**410,309**	1,162,855
Net assets released from restriction for operations	**242,945**	75,197
Total operating revenue	**18,354,262**	16,562,269
Operating expenses		
Salaries and wages	**11,106,208**	10,583,987
Employee benefits	**2,096,040**	2,056,956
Supplies	**747,665**	646,620
Purchased services	**1,691,285**	1,752,050
Facilities	**574,422**	580,711
Other operating expenses	**474,659**	614,501
Insurance	**140,572**	145,114
Depreciation	**462,768**	461,062
Interest	**111,808**	108,017
Total operating expenses	**17,405,427**	16,949,018
Excess (deficiency) of revenue over expenses	**948,835**	(386,749)
Change in fair value of interest rate swaps	**(231,169)**	26,916
Net assets released from restriction for capital acquisition	**129,356**	31,012
Increase (decrease) in net assets without donor restrictions	**$ 847,022**	$ (328,821)

The accompanying notes are an integral part of these consolidated financial statements.

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LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Functional Expenses

Year Ended September 30, 2020

	Healthcare Services	AHEC/PHN	Transportation	Total Program Services	Administration and Support Services	Total
Salaries and wages	$ 8,372,143	$ 498,707	$ 69,857	$ 8,940,707	$ 2,165,501	**$ 11,106,208**
Employee benefits	1,567,514	93,157	12,726	1,673,397	422,643	**2,096,040**
Supplies	708,447	7,255	-	715,702	31,963	**747,665**
Purchased services	879,416	114,614	-	994,030	697,255	**1,691,285**
Facilities	23,488	402	8,652	32,542	541,880	**574,422**
Other	166,743	61,261	-	228,004	246,655	**474,659**
Insurance	-	-	7,673	7,673	132,899	**140,572**
Depreciation	-	-	26,400	26,400	436,368	**462,768**
Interest	-	-	-	-	111,808	**111,808**
Allocated program support	754,724	74,216	14,538	843,478	(843,478)	-
Allocated occupancy costs	817,796	35,153	4,641	857,590	(857,590)	-
Total	$ 13,290,271	$ 884,765	$ 144,487	$ 14,319,523	$ 3,085,904	$ 17,405,427

The accompanying notes are an integral part of these consolidated financial statements.

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LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Functional Expenses

Year Ended September 30, 2019

	Healthcare Services	AHEC/PHN	Transportation	Total Program Services	Administration and Support Services	Total
Salaries and wages	$ 8,599,552	$ 418,785	$ 127,054	$ 9,145,391	$ 1,438,596	$ 10,583,987
Employee benefits	1,531,182	76,015	23,346	1,630,543	426,413	2,056,956
Supplies	614,474	12,839	47	627,360	19,260	646,620
Purchased services	912,746	225,590	407	1,138,743	613,307	1,752,050
Facilities	4,020	477	23,155	27,652	553,059	580,711
Other	264,063	157,524	120	421,707	192,794	614,501
Insurance	-	-	8,922	8,922	136,192	145,114
Depreciation	-	-	27,509	27,509	433,553	461,062
Interest	-	-	-	-	108,017	108,017
Allocated program support	886,269	-	-	886,269	(886,269)	-
Allocated occupancy costs	714,331	34,319	4,531	753,181	(753,181)	-
Total	$ 13,526,637	$ 925,549	$ 215,091	$ 14,667,277	$ 2,281,741	$ 16,949,018

The accompanying notes are an integral part of these consolidated financial statements.

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LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2020 and 2019

	2020	2019
Net assets without donor restrictions		
Excess (deficiency) of revenue over expenses	$ 948,835	$ (386,749)
Change in fair value of interest rate swaps	(231,169)	26,916
Net assets released from restriction for capital acquisition	129,356	31,012
Increase (decrease) in net assets without donor restrictions	847,022	(328,821)
Net assets with donor restrictions		
Contributions	224,245	205,027
Grants for capital acquisition	82,721	126,142
Net assets released from restriction for operations	(242,945)	(75,197)
Net assets released from restriction for capital acquisition	(129,356)	(31,012)
(Decrease) increase in net assets with donor restrictions	(65,335)	224,960
Change in net assets	781,687	(103,861)
Net assets, beginning of year	10,268,314	10,372,175
Net assets, end of year	$11,050,001	$10,268,314

The accompanying notes are an integral part of these consolidated financial statements.

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LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows

Years Ended September 30, 2020 and 2019

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 781,687	$ (103,861)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	462,768	461,062
Equity in earnings of limited liability company	6,877	3,489
Change in fair value of interest rate swaps	231,169	(26,916)
Grants for capital acquisition	(82,721)	(126,142)
(Increase) decrease in the following assets:		
Patient accounts receivable	(39,883)	93,540
Grants receivable	(205,857)	(223,739)
Other receivable	106,794	(63,959)
Inventory	(48,107)	(9,265)
Other current assets	(69,394)	61,163
(Decrease) increase in the following liabilities:		
Accounts payable and accrued expenses	(3,984)	25,215
Accrued payroll and related expenses	361,340	41,334
Deferred revenue	(12,997)	(32,278)
Provider Relief Funds	196,549	-
COVID-19 Emergency Healthcare System Relief Fund refundable advance	250,000	-
Net cash provided by operating activities	1,934,241	99,643
Cash flows from investing activities		
Equity distribution from limited liability company	12,224	-
Capital acquisitions	(708,997)	(306,944)
Net cash used by investing activities	(696,773)	(306,944)
Cash flows from financing activities		
Grants for capital acquisition	82,721	126,142
Proceeds from issuance of long-term debt	2,100,000	-
Principal payments on long-term debt	(1,328,216)	(99,085)
Net cash provided by financing activities	854,505	27,057
Net increase (decrease) in cash and cash equivalents and restricted cash	2,091,973	(180,244)
Cash and cash equivalents and restricted cash, beginning of year	4,366,121	4,546,365
Cash and cash equivalents and restricted cash, end of year	$ 6,458,094	$ 4,366,121

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LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows (Concluded)

Years Ended September 30, 2020 and 2019

	2020	2019
Breakdown of cash and cash equivalents and restricted cash, end of year		
Cash and cash equivalents	$ 3,504,514	$ 1,422,407
Assets limited as to use	2,953,580	2,943,714
	$ 6,458,094	$ 4,366,121
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 111,808	$ 108,017
Capital expenditures included in accounts payable	$ 118,827	$ 177,773

The accompanying notes are an integral part of these consolidated financial statements.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2020 and 2019

Organization

Lamprey Health Care, Inc. (LHC) is a not-for-profit corporation organized in the State of New Hampshire. LHC is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide high quality family health, medical and behavioral health services to residents of southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a not-for-profit corporation organized in the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket, New Hampshire. LHC is the sole member of FLHC.

1. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which require the Organization to report information in the consolidated financial statements according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity, of which there were none.

Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with their tax-exempt purposes. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

COVID-19

In March 2020 the World Health Organization declared coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The Organization implemented an emergency response to ensure the safety of its patients, staff and the community. The school based dental health program has been suspended until schools reopen and are able to provide adequate space for the services in accordance with regulatory guidelines. The Organization's senior transportation program was suspended due to the pandemic and has since been permanently discontinued with other local transportation programs providing these services to the communities. In adhering to guidelines issued by the State of New Hampshire and the Center for Disease Control, the Organization took steps to create safe distances between both staff and patients. These efforts resulted in the temporary furlough and reduction of hours for 17% of staff and a temporary reduction in clinic hours. All providers received the necessary equipment to allow for medical and behavioral health visits using telehealth. Facility modifications included installation of plexi-glass partitions, restructuring of work stations to allow for 6 feet between staff, heating, ventilation, and air conditioning systems were modified to improve air exchange rates and the tents and awnings were setup to allow screening, testing and vaccine administration outside of the four walls of the clinics. In addition, the Organization created infection control wings at all sites for positively screened patients.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Paycheck Protection Program and Health Care Enhancement Act (PPPHCE) Act established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services (HHS). The Organization received PRF in the amount of $196,549 during the year ended September 30, 2020. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19 through June 30, 2021. The PRF are considered contributions and are recognized as income when qualifying expenditures have been incurred. The Organization has not incurred qualifying expenses or lost revenue necessary to recognize these contributions during the year ended September 30, 2020 and as a result the funds are recorded as a refundable advance on the consolidated balance sheet. Management expects to fully expend the funds prior to June 30, 2021.

On April 19, 2020, the Organization qualified for and received a loan in the amount of $2,152,212 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the CARES Act and the PPPHCE Act. The principal amount of the PPP is subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, rent and utilities, incurred by the Organization during a specific covered period. The Organization is following the conditional contribution model to account for the PPP and management believes the Organization has met the conditions for forgiveness and has recognized the full amount of the PPP as revenue for the year ended September 30, 2020. The Organization has not yet applied for forgiveness and is required to do so no later than May 2021.

The SBA has indicated it will review PPP loans in excess of $2,000,000 to determine whether the Organization can support the good-faith certification made when applying for the PPP that economic uncertainty made the loan request necessary to support ongoing operations. Management believes there is sufficient evidence to support the Organization's necessity of the PPP to support ongoing operations due to the economic uncertainty at the time of the loan application. Any difference between amounts previously estimated to be forgiven and amounts subsequently determined to be forgivable will be reflected in the year that such amounts become known.

On May 10, 2020, the Organization qualified for and received a loan in the amount of $250,000 from the COVID-19 Emergency Healthcare System Relief Fund (Relief Loan), a program implemented by the State of New Hampshire (the State), Department of Health and Human Services. The principal amount of the Relief Loan has the potential to be converted to a grant at the sole discretion of the State. The Relief Loan was converted to a grant subsequent to September 30, 2020.

During 2020, the Organization was awarded cost reimbursable grants from HHS to support the Organization in preventing, preparing for, and responding to COVID-19 in the amount of $1,237,052, of which $856,195 has not been recognized at September 30, 2020 because qualifying expenditures have not yet been incurred.

Cash and Cash Equivalents

Cash and cash equivalents consist of business checking and savings accounts as well as petty cash funds.

The Organization maintains cash balances at several financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At various times throughout the year, the Organization's cash balances may exceed FDIC insurance. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past collection history from insured and uninsured patients and identifies trends for all funding sources in the aggregate. Management regularly reviews revenue and payer mix data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

The Organization receives a significant amount of grants from HHS. As with all government funding, these grants are subject to reduction or termination in future years. For the years ended September 30, 2020 and 2019, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 80% and 76%, respectively, of grants, contracts and contributions revenue.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has met the performance requirements or incurred expenditures in compliance with specific contract or grant provisions, as applicable. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants in the amount of $4,233,420, the majority of which are available through May and June 2021, that have not been recognized at September 30, 2020 because qualifying expenditures have not yet been incurred.

Investment in Limited Liability Company

The Organization was one of eight partners in Primary Health Care Partners (PHCP), a limited liability company organized in New Hampshire. The Organization's investment in PHCP was reported on the equity method due to the Organization's ability to exercise significant influence over reporting and financial policies. The Organization's investment in PHCP amounted to $19,101 at September 30, 2019. PHCP was terminated on December 31, 2019 due to changes in the regulatory environment in New Hampshire. The Organization's capital balance was distributed to the Organization during 2020 in the amount of $12,224, resulting in a recognized loss of $6,877.

Property and Equipment

Property and equipment are carried at cost. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Organization's capitalization policy is applicable for acquisitions greater than $5,000.

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Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

LHC, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. LHC contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of LHC and bill insurances on behalf of LHC. Reimbursement received by the pharmacies is remitted to LHC net of dispensing and administrative fees.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations as net assets released from restriction. Contributions whose restrictions are met in the same period as the support was received are recognized as net assets without donor restrictions.

The Organization has adopted Financial Accounting Standards Board Accounting Standards Update (ASU) No. 2018-08, *Not-for-Profit Entities* (Topic 958), *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. ASU No. 2018-08 applies to all entities that receive or make contributions and clarifies the definition of transactions accounted for as an exchange transaction subject to applicable guidance for revenue recognition, and transactions that should be accounted for as contributions (non-exchange transactions) subject to the contribution accounting model. Further, ASU No. 2018-08 provides criteria for evaluating whether contributions are unconditional or conditional. Conditional contributions specify a barrier that the recipient must overcome and a right of return that releases the donor from its obligation if the barrier is not achieved, otherwise the contribution is unconditional. The adoption of ASU No. 2018-08 had no impact on the Organization's net assets, results of its operations, or cash flows.

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Functional Expenses

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function of the Organization. Expenses which are allocated between program services and administrative support include employee benefits which are allocated based on direct wages and facilities and related costs which are allocated based upon square footage occupied by the program.

Excess (Deficiency) of Revenue Over Expenses

The consolidated statements of operations reflect the excess (deficiency) of revenue over expenses. Changes in net assets without donor restriction which are excluded from this measure include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and changes in fair value of an interest rate swap that qualifies for hedge accounting.

Subsequent Events

For purposes of the preparation of these consolidated financial statements, management has considered transactions or events occurring through January 28, 2021, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit.

The Organization had working capital of $3,339,240 and $1,714,485 at September 30, 2020 and 2019, respectively. The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 75 and 31 at September 30, 2020 and 2019, respectively.

Financial assets available for general expenditure within one year as of September 30 were as follows:

	2020	2019
Cash and cash equivalents	$ 3,504,514	$ 1,422,407
Patient accounts receivable, net	1,277,013	1,237,130
Grants receivable	658,568	452,711
Other receivables	130,004	236,798
Financial assets available	$ 5,570,099	$ 3,349,046

The Organization has certain board-designated assets limited as to use which are available for general expenditure within one year in the normal course of operations upon obtaining approval from the Board of Directors and other assets limited as to use for donor-restricted purposes, which are more fully described in Note 4. Accordingly, these assets have not been included in the quantitave information above.

The Organization's goal is generally to have, at the minimum, the U.S. Health Resources and Services Administration recommended days cash and cash equivalents on hand for operations of 30 days.

The Organization has a $1,000,000 line of credit, as discussed in more detail in Note 6.

3. Patient Accounts Receivable

Patient accounts receivable consisted of the following at September 30:

	2020	2019
Patient accounts receivable	$ 1,587,492	$ 1,397,194
Contract 340B pharmacy program receivables	178,003	75,586
Total patient accounts receivable	1,765,495	1,472,780
Allowance for doubtful accounts	(488,482)	(235,650)
Patient accounts receivable, net	$ 1,277,013	$ 1,237,130

A reconciliation of the allowance for uncollectible accounts follows:

	2020	2019
Balance, beginning of year	$ 235,650	$ 254,097
Provision for bad debts	497,961	398,544
Write-offs	(245,129)	(416,991)
Balance, end of year	$ 488,482	$ 235,650

The provision for bad debts and allowance for uncollectible accounts increased for the year ended and at September 30, 2020, respectively, as a result of complications in the collection process during the COVID-19 pandemic.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows at September 30:

	2020	2019
Medicare	15%	17%
Medicaid	19%	19%

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4. Assets Limited as To Use

Assets limited as to use are made up of cash and cash equivalents which are to be used for the following purposes at September 30:

	2020	2019
Repairs and maintenance on the real property collateralizing loans with the United States Department of Agriculture, Rural Development (Rural Development)	$ -	$ 142,092
Board-designated for		
Transportation	16,982	16,982
Working capital	1,391,947	1,391,947
Capital improvements	1,139,165	951,717
Total board-designated	2,548,094	2,360,646
Donor restricted	405,486	440,976
Total	$ 2,953,580	$ 2,943,714

5. Property and Equipment

Property and equipment consists of the following at September 30:

	2020	2019
Land and improvements	$ 1,154,753	$ 1,154,753
Building and improvements	11,661,674	10,970,378
Furniture, fixtures and equipment	1,887,073	1,799,636
Total cost	14,703,500	13,924,767
Less accumulated depreciation	7,115,614	6,667,847
	7,587,886	7,256,920
Construction in progress and assets not in service	207,975	351,658
Property and equipment, net	$ 7,795,861	$ 7,608,578

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

6. Line of Credit

The Organization has an available $1,000,000 revolving line of credit from a local bank through May 31 2021, with an interest rate at Prime, but not less than 3.25% (3.25% at September 30, 2020). The line of credit is collateralized by all business assets. There was no outstanding balance as of September 30, 2020 and 2019.

7. Long-Term Debt

Long-term debt consists of the following at September 30:

	2020	2019
Promissory note payable to local bank; see terms outlined below. (1)	$ 829,242	$ 851,934
Promissory note payable to local bank; see terms outlined below. (2)	2,079,808	-
5.375% promissory note payable to Rural Development, paid in monthly installments of $4,949, which includes interest, through June 2026. The note was collateralized by all tangible property owned by the Organization. The note was paid in full through refinancing on October 2, 2019; see (2) below.	-	335,509
4.75% promissory note payable to Rural Development, paid in monthly installments of $1,892, which includes interest, through November 2033. The note was collateralized by all tangible property owned by the Organization. The note was paid in full through refinancing on October 2, 2019; see (2) below.	-	231,091
4.375% promissory note payable to Rural Development, paid in monthly installments of $5,000, which includes interest, through December 2036. The note was collateralized by all tangible property owned by the Organization. The note was paid in full through refinancing on October 2, 2019; see (2) below.	-	718,732
Total long-term debt	2,909,050	2,137,266
Less current maturities	88,027	106,190
Long-term debt, less current maturities	$ 2,821,023	$ 2,031,076

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(1) The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with variable monthly payments of principal and interest at 85% of the one-month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and substantively fixes the rate at 4.13%.

(2) On October 2, 2019, the Organization obtained a $2,100,000 promissory note with a local bank, which repaid the notes payable due to Rural Development in the amount of $1,285,332 and included additional financing to renovate the Organization's Newmarket clinical building. The note has a ten-year balloon and is to be paid at the amortization rate of 30 years, with variable monthly principal payments plus interest at the one-month LIBOR rate plus 1.5% through October 2029 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2029 that limits the potential interest rate fluctuation and substantially fixes the rate at 3.173%.

The fair value of the interest rate swap agreements and a previous swap agreement in 2019 was a liability of $217,657 and an asset of $13,512 at September 30, 2020 and 2019, respectively.

The Organization is required to meet certain administrative and financial covenants under the loan agreements included above. In the event of default, the bank has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization was in compliance with all loan covenants at September 30, 2020.

Maturities of long-term debt for the next five years and thereafter are as follows at September 30:

2021	$ 88,027
2022	829,785
2023	46,465
2024	47,812
2025	49,543
Thereafter	1,847,418
Total	$ 2,909,050

8. Derivative Financial Instruments

The Organization participates in certain fixed-payor swap contracts related to underlying, variable rate debt obligations. The purpose of these contracts is to protect the Organization against rising interest rates related to the variable rate debt. These contracts qualify for hedge accounting as a cash flow hedge and are reported at fair value as an asset or a liability. The change in fair value of the contracts are reported as change in net assets without donor restrictions. The Organization expects to hold the swap contracts until their respective maturities.

The interest swap contract terms are summarized as follows at September 30:

Entity	Fixed Rate Paid	Variable Rate Received	Notional Amount	**2020 Fair Value Asset (Liability)**	2019 Fair Value Asset (Liability)	Termination Date	Counterparty
LHC	4.1300 %	2.2578 %	$ 829,242	**$ (18,241)**	$ 13,512	11-19-2021	TD Bank
FLHC	3.1730 %	1.6568 %	2,061,527	**(199,416)**	-	10-02-2029	TD Bank
Cumulative unrealized loss				**$ (217,657)**	$ 13,512		

U.S. GAAP establish a fair value hierarchy that distinguishes between market participant assumptions based on market data obtained from sources independent of the reporting entity (observable inputs that are classified within Levels 1 and 2 of the hierarchy) and the reporting entity's own assumptions about market participant assumptions (unobservable inputs classified within Level 3 of the hierarchy).

Level 1 — Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2 — Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3 — Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The Organization uses inputs other than quoted prices that are observable to value the interest rate swaps. The Organization considers these inputs to be Level 2 inputs in the context of the fair value hierarchy. These values represent the estimated amounts the Organization would receive or pay to terminate agreements, taking into consideration current interest rates and the current creditworthiness of the counterparty.

9. Net Assets

Net assets without donor restrictions are designated for the following purposes at September 30:

	2020	2019
Undesignated	**$ 8,031,136**	$ 7,371,562
Board-designated	**2,548,094**	2,360,646
Total	**$10,579,230**	$ 9,732,208

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Net assets with donor restrictions were restricted for the following specific purposes at September 30:

	2020	2019
Temporary in nature:		
Capital improvements	$ 214,647	$ 231,437
Community programs	170,745	181,151
Substance abuse prevention	20,094	28,388
Grants for capital acquisitions not in service	65,285	95,130
Total	$ 470,771	$ 536,106

10. Patient Service Revenue

Patient service revenue was as follows for the years ended September 30:

	2020	2019
Gross charges	$13,852,130	$13,786,408
340B contract pharmacy revenue	1,617,196	1,139,085
Total gross revenue	15,469,326	14,925,493
Contractual adjustments	(5,010,816)	(4,793,060)
Sliding fee discounts	(811,423)	(964,485)
Other patient related revenue	559,716	256,100
Total patient service revenue	$10,206,803	$ 9,424,048

The mix of gross patient service revenue from patients and third-party payers was as follows for the years ended September 30:

	2020	2019
Medicare	14 %	17 %
Medicaid	34 %	31 %
Blue Cross Blue Shield	17 %	17 %
Other payers	22 %	21 %
Self-pay and sliding fee scale patients	13 %	14 %
	100 %	100 %

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is primarily reimbursed for medical and ancillary services based on the lesser of actual charges or prospectively set rates for an encounter furnished to a Medicare beneficiary. Certain other services are reimbursed based on fee-for-service rate schedules.

Medicaid

The Organization is primarily reimbursed for medical and ancillary services based on prospectively set rates for an encounter furnished to a Medicaid beneficiary. Certain other services, including most dental services, are reimbursed based on fee-for-service rate schedules.

Other Payers

The Organization has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. Under these arrangements, the Organization is reimbursed for services based on contractually obligated payment rates for each Current Procedural Terminology code, which may be less than the Organization's public fee schedule.

Uninsured Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing this care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount program. The estimated cost of providing services to patients under the Organization's sliding fee discount program amounted to $1,041,631 and $1,053,562 for the years ended September 30, 2020 and 2019, respectively. The Organization is able to provide these services with a component of funds received through federal grants.

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11. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed $292,808 and $300,572 for the years ended September 30, 2020 and 2019, respectively.

12. Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2020, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of either FTCA or medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

13. Litigation

From time-to-time certain complaints are filed against the Organization in the ordinary course of business. Management vigorously defends the Organization's actions in those cases and utilizes insurance to cover material losses. In the opinion of management, there are no matters that will materially affect the Organization's consolidated financial statements.

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SUPPLEMENTARY INFORMATION

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LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2020

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2020 Consolidated
Current assets				
Cash and cash equivalents	$ 2,205,696	$ 1,298,818	$ -	$ 3,504,514
Patient accounts receivable, net	1,277,013	-	-	1,277,013
Grants receivable	658,568	-	-	658,568
Other receivables	130,004	-	-	130,004
Inventory	129,591	-	-	129,591
Other current assets	147,799	-	-	147,799
Total current assets	4,548,671	1,298,818	-	5,847,489
Assets limited as to use	2,953,580	-	-	2,953,580
Property and equipment, net	6,009,215	1,786,646	-	7,795,861
Total assets	$ 13,511,466	$ 3,085,464	$ -	$ 16,596,930

LIABILITIES AND NET ASSETS

Current liabilities				
Accounts payable and accrued expenses	$ 578,888	$ -	$ -	$ 578,888
Accrued payroll and related expenses	1,322,364	-	-	1,322,364
Deferred revenue	72,421	-	-	72,421
Due to affiliate				
Provider Relief Funds	196,549	-	-	196,549
COVID-19 Emergency Healthcare System Relief Fund refundable advance	250,000	-	-	250,000
Due to (from) affiliate	22,604	(22,604)	-	-
Current maturities of long-term debt	44,453	43,574	-	88,027
Total current liabilities	2,487,279	20,970	-	2,508,249
Long-term debt, less current maturities	784,789	2,036,234	-	2,821,023
Fair value of interest rate swap	18,241	199,416	-	217,657
Due to (from) affiliate	1,104,410	(1,104,410)	-	-
Total liabilities	4,394,719	1,152,210	-	5,546,929
Net assets				
Without donor restrictions	8,645,976	1,933,254	-	10,579,230
With donor restrictions	470,771	-	-	470,771
Total net assets	9,116,747	1,933,254	-	11,050,001
Total liabilities and net assets	$ 13,511,466	$ 3,085,464	$ -	$ 16,596,930

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LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2019

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2019 Consolidated
Current assets				
Cash and cash equivalents	$ 453,924	$ 968,483	$ -	$ 1,422,407
Patient accounts receivable, net	1,237,130	-	-	1,237,130
Grants receivable	452,711	-	-	452,711
Other receivables	236,798	59,797	(59,797)	236,798
Inventory	81,484	-	-	81,484
Other current assets	78,405	-	-	78,405
Total current assets	2,540,452	1,028,280	(59,797)	3,508,935
Investment in limited liability company	19,101	-	-	19,101
Assets limited as to use	2,861,010	82,704	-	2,943,714
Fair value of interest rate swap	13,512	-	-	13,512
Property and equipment, net	5,718,217	1,890,361	-	7,608,578
Total assets	$ 11,152,292	$ 3,001,345	$ (59,797)	$ 14,093,840

LIABILITIES AND NET ASSETS

Current liabilities				
Accounts payable and accrued expenses	$ 701,615	$ -	$ (59,797)	$ 641,818
Accrued payroll and related expenses	961,024	-	-	961,024
Deferred revenue	85,418	-	-	85,418
Current maturities of long-term debt	65,417	40,773	-	106,190
Total current liabilities	1,813,474	40,773	(59,797)	1,794,450
Long-term debt, less current maturities	1,122,027	909,049	-	2,031,076
Total liabilities	2,935,501	949,822	(59,797)	3,825,526
Net assets				
Without donor restrictions	7,680,685	2,051,523	-	9,732,208
With donor restrictions	536,106	-	-	536,106
Total net assets	8,216,791	2,051,523	-	10,268,314
Total liabilities and net assets	$ 11,152,292	$ 3,001,345	$ (59,797)	$ 14,093,840

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LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2020

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2020 Consolidated
Operating revenue				
Patient service revenue	$10,206,803	$ -	$ -	$10,206,803
Provision for bad debts	(497,961)	-	-	(497,961)
Net patient service revenue	9,708,842	-	-	9,708,842
Rental income	176,353	227,916	(227,916)	176,353
Grants, contracts and contributions	5,663,601	-	-	5,663,601
Paycheck Protection Program	2,152,212	-	-	2,152,212
Other operating revenue	410,188	121	-	410,309
Net assets released from restriction for operations	242,945	-	-	242,945
Total operating revenue	18,354,141	228,037	(227,916)	18,354,262
Operating expenses				
Salaries and wages	11,106,208	-	-	11,106,208
Employee benefits	2,096,040	-	-	2,096,040
Supplies	747,665	-	-	747,665
Purchased services	1,691,103	182	-	1,691,285
Facilities	798,038	4,300	(227,916)	574,422
Other operating expenses	474,659	-	-	474,659
Insurance	140,572	-	-	140,572
Depreciation	352,880	109,888	-	462,768
Interest expense	79,288	32,520	-	111,808
Total operating expenses	17,486,453	146,890	(227,916)	17,405,427
Excess of revenue over expenses	867,688	81,147	-	948,835
Change in fair value of interest rate swap	(31,753)	(199,416)	-	(231,169)
Net assets released from restriction for capital acquisition	129,356	-	-	129,356
Increase (decrease) in net assets without donor restrictions	$ 965,291	$ (118,269)	$ -	$ 847,022

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LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2019

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2019 Consolidated
Operating revenue				
Patient service revenue	$ 9,424,048	$ -	$ -	$ 9,424,048
Provision for bad debts	(398,544)	-	-	(398,544)
Net patient service revenue	9,025,504	-	-	9,025,504
Rental income	194,443	227,916	(227,916)	194,443
Grants, contracts and contributions	6,104,270	-	-	6,104,270
Other operating revenue	1,162,752	103	-	1,162,855
Net assets released from restriction for operations	75,197	-	-	75,197
Total operating revenue	16,562,166	228,019	(227,916)	16,562,269
Operating expenses				
Salaries and wages	10,583,987	-	-	10,583,987
Employee benefits	2,056,956	-	-	2,056,956
Supplies	646,620	-	-	646,620
Purchased services	1,751,922	128	-	1,752,050
Facilities	808,327	300	(227,916)	580,711
Other operating expenses	611,489	3,012	-	614,501
Insurance	145,114	-	-	145,114
Depreciation	351,790	109,272	-	461,062
Interest	64,359	43,658	-	108,017
Total operating expenses	17,020,564	156,370	(227,916)	16,949,018
(Deficiency) excess of revenue over expenses	(458,398)	71,649	-	(386,749)
Change in fair value of interest rate swap	26,916	-	-	26,916
Net assets released from restriction for capital acquisition	31,012	-	-	31,012
(Decrease) increase in net assets without donor restrictions	$ (400,470)	$ 71,649	$ -	$ (328,821)

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LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2020

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2020 Consolidated
Net assets without donor restrictions			
Excess of revenue over expenses	$ 867,688	$ 81,147	$ 948,835
Change in fair value of interest rate swap	(31,753)	(199,416)	(231,169)
Net assets released from restriction for capital acquisition	129,356	-	129,356
Increase (decrease) in net assets without donor restrictions	965,291	(118,269)	847,022
Net assets with donor restrictions			
Contributions	224,245	-	224,245
Grants for capital acquisition	82,721	-	82,721
Net assets released from restriction for operations	(242,945)	-	(242,945)
Net assets released from restrictions for capital acquisition	(129,356)	-	(129,356)
Decrease in net assets with donor restrictions	(65,335)	-	(65,335)
Change in net assets	899,956	(118,269)	781,687
Net assets, beginning of year	8,216,791	2,051,523	10,268,314
Net assets, end of year	$ 9,116,747	$ 1,933,254	$11,050,001

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LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2019

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2019 Consolidated
Net assets without donor restrictions			
(Deficiency) excess of revenue over expenses	$ (458,398)	$ 71,649	$ (386,749)
Change in fair value of interest rate swap	26,916	-	26,916
Net assets released from restriction for capital acquisition	31,012	-	31,012
(Decrease) increase in net assets without donor restrictions	(400,470)	71,649	(328,821)
Net assets with donor restrictions			
Contributions	205,027	-	205,027
Grants for capital acquisition	126,142	-	126,142
Net assets released from restrictions for operations	(75,197)	-	(75,197)
Net assets released from restriction for capital acquisition	(31,012)	-	(31,012)
Increase in net assets with donor restrictions	224,960	-	224,960
Change in net assets	(175,510)	71,649	(103,861)
Net assets, beginning of year	8,392,301	1,979,874	10,372,175
Net assets, end of year	$ 8,216,791	$ 2,051,523	$10,268,314

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LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

2021 Board of Directors

Andrea Laskey

[redacted]

Term Ends 2022
Affiliation: Retired

Mark Marandola

[redacted]

Term Ends 2023
Affiliation: Fidelity

Michael Reinke

[redacted]

Term Ends 2023
Affiliation: Nashua Soup Kitchen & Shelter

Wilberto Torres

[redacted]

Term Ends 2022
Affiliation: Torres Management and Research Corporation

Laura Valencia

[redacted]

Term Ends 2021
Affiliation: Student

Robert S. Woodward

[redacted]

Term Ends 2022
Affiliation: Retired

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Gregory A. White, CPA

[redacted]

Summary

Senior Level Executive with extensive hands-on experience in management, business leadership, and working with boards, banks and other external stake holders. A CPA with an established record of success in Community Health Center management. Strong in budgets, cash forecasts, grants, and team leadership.

Professional Experience

Lamprey Health Care – Newmarket, NH **2013 to present**

Chief Executive Officer

- Responsible for the leadership, operation and overall strategic direction of New Hampshire's largest Federally Qualified Health Center.
- Ensuring continuity and high quality primary medical care in three sites, both urban rural, serving over 16,000 patients in 40 communities.
- Leading a high performing senior management team in the direction of over 150 staff and providers.
- Engaging with leaders and stakeholders at the local, state and national levels to ensure that Lamprey is at the forefront of innovative, high quality health care delivery.

Lowell Community Health Center – Lowell, MA **2009 to 2013**

Chief Financial Officer

- Responsible for the integrity of financial information and systems for this Federally Qualified Health Center, employing 315 staff and providing over 120,000 visits annually. Upgraded financial and administrative infrastructure to meet requirements during a time of rapid expansion.
- Lead the financing and budget development for a $42 million capital facility project to include: traditional debt, multiple tax credit sources, federal grants, loan guarantees, and private funds.
- Directed key projects for: 340(b) pharmacy implementation; 403(b) tax deferred savings plan; multiple federal stimulus grants; and revised operating budget development.
- Representative to the Lowell General PHO for managed care contract negotiation
- Recruited and managed a team of five directors to oversee and manage four support and one programmatic department

Manchester Community Health Center – Manchester, NH **1999 to 2009**

Chief Financial Officer

- Recruited by the CEO to bring structure and process to the functional areas of the Center's financial operations. Provided direction and oversight to key business areas; General Administration, Patient Registration, Human Resources, FTCA/Legal and Medical Records.

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Gregory A. White, CPA

[redacted]

- Responsible for the development of key programs, Corporate Compliance, HIPAA, selection of a new practice management system. Supported Joint Commission accreditation and the implementation of an electronic medical record system.
- Led the development of financing for the Center's new facility.

Greater Lawrence Family Health Center – Lawrence, MA **1993 to 1998**

Controller **1997 to 1998**

Accounting Manager **1995 to 1997**

Senior Accountant/Analyst **1993 to 1995**

- Progressively responsible for all day to day financial operations of a Federally Qualified Health Center, including: Accounts Payable, Payroll, General Ledger, Cash Management, Cost Reporting, Patient Accounts, and Financial Reporting. Presented budgets, analysis, projections and periodic reporting to the Board of Directors.
- Key leader for projects involving: selection of new financial accounting software; selection of new practice management system; provider productivity measurement and analysis and group purchasing. Oversaw budget of $5 million construction project.
- Developed reimbursement model for an innovative Family Practice Residency program.

Alexander, Aronson, Finning & Co., CPA's – Westborough, MA **1990 to 1993**

Staff Accountant/Auditor

Education & Professional Affiliations

Babson College, Wellesley, MA

BS, Accounting - 1990

Commonwealth of Massachusetts

Certified Public Accountant- 1996

Healthcare Financial Management Association

Certified Healthcare Financial Professional - 2008

National Association of CHC's

Excel Leadership Program - 2003

National Registry of Emergency Medical Technicians

EMT - N.H. license number 18991-I

Boards, Advisory & Volunteer Experience

Massachusetts League of Community Health Centers – Special Finance Committee

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Gregory A. White, CPA

[redacted]

NH Health Access Network – Administrative & Training Committee

Community Health Access Network – Board of Directors, Finance Committee

Bi-State Primary Care Association – Capital Finance & Sustainability, Prospective Payment

The Way Home – Manchester, NH - Board of Trustees – Treasurer

Manchester Sustainable Access Project – Data Sub-group

Milford Ambulance Service – Volunteer EMT, Staff Officer, Treasurer, Building Advisory Committee

Milford Educational Foundation – 1999 to 2010 - Treasurer

Heritage United Way – Manchester – Community Investment Committee

Milford Community Athletic Association - Coach

Lasell College – Co-Resident Director

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VASUKI NAGARAJ M.D., M.P.H. [redacted]

SPECIALITY **Family Medicine**

EDUCATION

Master of Public Health, ***Aug 2001 – Dec 2003***
Environmental and Occupational Health
Texas A&M University-HSC, College Station, Texas
Bachelor of Medicine and Surgery (M.B.B.S) ***Aug 1995 – Apr 2000***
J.J.M. Medical College, Davangere, India *Kuvempu University*

HONORS

- Financed 75% of entire Medical Education through Government based merit, and 100% of my MPH degree through graduate assistantships.
- Ranked in the top 5% of the graduating class of 2001 in Medical School.
- Inducted into the Alpha Tau chapter of the Delta Omega Public Health Honor Society in April, 2004.
  The Delta Omega Society recognizes scholarship merit (top 10% of students) and reflects dedication to quality in the field of Public Health.

RESEARCH

Texas A&M University, Research Assistant ***Aug 2001- Aug 2003***
Rio Bravo Child Pesticide Ingestion Project, P.I. – K.C. Donnelly, PhD.

- The primary focus of this study is to develop a methodology to estimate childhood exposure to pesticide through the sampling of house dust and children's hand rinse and urine samples. My duties included Coordinating research communication; Leading a team involved in generating reports, writing protocols, and handling sampling tools; Analyzing and maintaining a database from the results of the study.

EXPERIENCE

Lamprey Health Care, Nashua, New Hampshire
Chief Medical Officer ***May 2018-Present***
Nashua Site Medical Director ***August 2012-May 2018***
Family Physician ***August 2008-Present***

Southern New Hampshire Medical Center/Foundation Medical Partners, Nashua, New Hampshire
Hospitalist ***Jan 2009 - Present***

EHA Consulting Group, Inc.
Infectious Disease Epidemiologist ***Jan 2004 – June 2006***

- Epidemiology: Offered specialized consultation, remediation, interaction with regulatory agencies and expert testimony. Assessing and managing risks, corporate crisis intervention and allocating liabilities.
- Food Safety: Provide services in the areas of investigation, planning, compliance, education, and crisis management.

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VASUKI NAGARAJ M.D., M.P.H. [redacted]

- Indoor air and mold: Provides strategies for the identification and resolution of problems involving Toxic Molds (Bioaerosols) and Indoor Air Quality (IAQ), including bioterrorist agents.

Chigateri General Hospital, *Intern* ***Apr 2000 – Apr 2001***

- Rotation Internship for a duration of one year in all departments.
- Responsible for inpatient care on the wards, making decisions independently, ensuring timely investigations/interventions and assisting in surgical procedures whenever necessary.
- Participated in ambulatory clinics/community health check ups, immunization programs and development of peripheral health centers.
- Worked for a period of three months during the Internship in rural and underdeveloped areas.

RESIDENCY **Central Maine Medical Center, Lewiston, ME** ***July 2005–June 2008***

A 250 – bed non profit hospital

- Gained hands on experience in patient care of children, adolescents, adults, older adults, pregnant women and acute care/ emergency settings.
- Responsible for independently evaluating and treating patients in the Outpatient Family Medicine Clinic, ordering labs, scheduling follow ups and performing necessary procedures in a timely fashion.
- Responsible for inpatient care on the floors, making decisions independently, ensuring timely investigations/interventions and assisting in surgical procedures whenever necessary.
- Responsible for teaching and supervising interns, and third/ fourth year medical students.
- Member of residency curriculum committee and Residency didactics committee

Co-chief Resident, Family Practice Residency, March 2007 – June 2008

- Work to enhance communication between the resident staff, the attending staff/faculty, and the technical staff.
- Advocate for the resident staff and promotes resident interests in conjunction with program needs and functions.
- Formulate resident rotation schedules, resident orientation programs, resident social functions, resident applicant interviews, and resident morale issues.

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VASUKI NAGARAJ M.D., M.P.H. [redacted]

STANDARDIZED TESTS

- USMLE Step 1 Passed 08/03
- USMLE Step 2 CS Passed 01/04
- USMLE Step 2 CK Passed 02/04
- USMLE Step 3 Taken 03/07

LICENSURE/BOARD CERTIFICATION

Licensed in Maine during Residency EC-05-041
Licensed in New Hampshire
American Board of Family Medicine

REFERENCES **Available on request**

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Sue Durkin

[redacted]

Lamprey Health Care October 2018 – Present

Chief of Clinical Services June 2019 – Present
Provide oversight of operations and quality within all clinical services including primary care, prenatal care, behavioral health, Medication Assisted Treatment (MAT), Breast and Cervical Cancer Program (BCCP), diabetes education, care coordination and psychiatry. Responsible for program development; preparing grant applications and reports; and assuring compliance with state, federal, and funding requirements within these programs. Provide oversight of the quality department, risk management, and NCQA Patient Centered Medical Home recognition process. Oversee the activities of the safety committee and the emergency preparedness plan.

Director of Quality Improvement and Population Health October 2018 – June 2019
Responsible for the overall leadership and administration of the performance improvement and quality program of the organization, including: supported the Board of Director's strategic organizational initiatives; developed appropriate strategies for evidence based practices for improving clinical operations and outcomes measures related to Uniform Data Systems (UDS) and NCQA Patient Centered Medical Home.

Families First Health and Support Center September 1998 – August 2019

Clinical Director January 2015 – August 2019
Responsible for the development and oversight of all clinical programs including primary care, Health Care for the Homeless, prenatal, well child, Medication Assisted Treatment (MAT), care coordination, Breast and Cervical Cancer Program (BCCP), Hepatitis C treatment, and the integration of psychiatry within primary care. Oversaw quality improvement, reporting, risk management, policy development, systems development and management. Assured compliance with state and federal regulations. Facilitated training and staff development. Developed and maintained interagency collaborations. Participated in the organization's management team, NCQA Patient Centered Medical Home work group, and the quality improvement committee of the Board of Directors. Participated in grant development and management.

Health Care for the Homeless Program Director May 2011- January 2015
Provided overall organization, management, and delivery of quality patient care for the program. Supervised staff. Participated in the organization's management team.

Health Care for the Homeless Program Nurse September 2005 - May 2011
Provided primary nursing care to homeless patients in a mobile health setting.

Quality Improvement Director June 2001 - September 2011
Responsible for the organization's quality improvement program. Coordinated activities of the quality improvement committee of the Board of Directors.

Clinical Operations Director September 1998 - June 2001
Provided oversight of clinical operations for the health center. Responsible for the organization's quality improvement program. Participated in grant proposal development and reporting. Responsible for clinical staffing and supervision.

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Wentworth-Douglass Hospital June 1997 - April 1999
Staff Nurse/Charge Nurse/Per Diem Nurse
Provided primary nursing care to pediatric, adolescent, and adult patients. Performed and assisted in outpatient procedures. Assumed charge nurse responsibilities as of November 1997.

Education:
Rivier College--St. Joseph's School of Nursing September 1995 - May 1997
A.D. Nursing, GPA 4.0

College of the Holy Cross September 1987 - May 1991
B.A. Sociology

Certifications/ Licenses:
Certified Profession in Healthcare Quality (CPHQ)
Registered Nurse in State of NH (RN)
Certified Asthma Educator (AE-C)
CPR Certified
Certified Yoga Teacher (RYT 200)

Boards of Directors:
Seacoast Women's Giving Circle 2016 – Present
Prescott Park Arts Festival 2005- 2007

DocuSign Envelope ID: 946ED90B-363D-41A1-8452-BD26432F5064

Francine Clark

[redacted]

Professional Summary

Experienced healthcare professional with exceptional skills in practice management, grant and project management, process improvement and communications

- Dedicated Clinical Informatics Specialist with 7 years of Ambulatory Care, Incentive Programs, workflow redesign, IT planning, Needs assessment and HIE connectivity
- Certified Meaningful Use Specialist experience working with Medicare & Medicaid MU , MIPPS incentive programs including ACO, PQRS, Patient Centered Medical Home, Critical Access Hospitals, FQHC and Rural Health requirements
- Billing & Coding knowledge with focus on ICD-10 requirements
- Motivated Leader with ability to lead through change takes initiative and presents in a friendly manner
- Project Management including HRSA, SUND, PCORi and State grants providing oversight and
- management of deliverables
- Nursing Graduate with special interest in primary care, surgical nursing and home healthcare

Professional Experience

Little Rivers Healthcare
Strategic Solutions Project Director
May 2017- October 2018

Responsible for grant management and coordination, including recruitment, staffing and ensuring that requirements of each grant was achieved and delivered to funding source. Blueprint Project Manager responsible for supervision of Regional Coordinator and Care Coordinators. Provided direction to staff in promoting resources to the patient community with assistance of financial, prevention and education of chronic conditions.
Provided oversight to Medication Assisted Therapy Program leading Behavioral Health Team in coordination of group therapy, alternative resources and trauma informed care education to staff and the community.

Vermont Information Technology Leaders
E-Health Specialist
June 2013-May 2017

E-Health Specialist advisor to Vermont Practices and Hospitals providing assistance with EMR selection, focus on integration, conducts workflow redesigns, best practice solutions, data quality comparisons, security risk analysis, Meaningful use registration and attestation. Worked in collaboration with Vermont Blueprint for Health, coordinated with VITL's HIE team to assist practices with interface, HIE connectivity. Provided support to specialty, long term and behavioral healthcare facilities.

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Grace Cottage Hospital
Senior Director of Rural Health
May 2010-March 2013
Responsible for the operations of the hospital's rural health center / family practice (awarded Patient Centered Medical Home status) of 11 providers. Managed and directed staffing, scheduling and physician support; project management; physician recruitment and compensation; staff, financial, project, safety and information systems management; ensured regulatory and statutory requirements were successfully met. Additionally: planned, directed and evaluated the daily operations of physician group practice. Provided business and strategic oversight and direction to physician group

Springfield Medical Care Systems – Springfield, Vermont
Clinical Director of Rockingham Medical Group
July 2007-May 2010
Manager of Hospital owned Rural Health Clinic: provided administrative and budgetary leadership for 5 Physicians' practices, an urgent care clinic and support staff. Responsibilities included hiring, performance evaluations, Oversight of Quality Improvement projects, liaison between patients and providers. Implementation of guidelines for Rural Health and FQHC health center. Implementation of Allscripts EMR. Provided leadership in workflow redesign, integration, program build and implementation. Oversight of annual budget and financial performance. Maintained efficiency in the practices, ensured quality assurance and compliance within the clinic.

Surgical Practice Manager
September 2001 to July 2007
Southern Vermont Health Service Corp – Brattleboro, Vermont
Manager for corporate owned surgical practices. Provided administrative and budgetary direction to the practices in order to perform in an effective and cost efficient manner. Reported to the VP Planning Services, hired evaluated practice staff. Interacted with the physicians to maintain patient and community satisfaction. Problem solved in an independent manner.

Skill Highlights

Microsoft PowerPoint
Smart sheet Project Planning Application
Certified Billing & Coding
All scripts Application
Cerner Power chart Application
EcW Electronic Medical Record
Cerner Power note Application

Education and Training

Certified Meaningful Use Professional, 4Med Approved
Certificate in Community Health Care Management, Antioch New England Graduate School - Keene, NH
Associate of Science: Nursing, Thompson School of Nursing - Brattleboro, VT

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Patricia A. Mason, LPN

Summary

Over 17 years of experience in Women's Health and Prenatal patient care. Extensive experience with independent audits, patient management and Adolescent Health issues. Extensive experience in emergency care either on site or as Fire Dept. responder.

Professional Experience

Lamprey Health Care - Nashua NH **2002 - Present**

Women's Health & Prenatal Supervisor, Nurse

- Administrative officer for Women's Health Services.
- Responsible for the administrative supervision, program development and budget management of the Family Planning and Teen Clinic programs, Outreach and Prenatal care services. ($462,602)
- Assure compliance with state and federal standards, policies and guidelines along with grant conditions.
- Assist with grant writing and submission.
- Responsible for staff education and training in Women and Adolescent health issues.
- Administer the Breast and Cervical Cancer program for the Nashua site.
- Perform office nurse duties as needed.
- Triage patients.
- Coordinated Emergency Preparedness training for staff with in house drills.

Disaster Medical Assistance Team - DMAT MA-2 **2006 - present**

Nurse

- Deploy as needed to locations in or out of the United States that are in need of rapid-response medical care or casualty decontamination during a terrorist attack, natural disaster or other incident
- Provide direct care to patients in a hospital setting, temporary medical tent or in the field.
- Enter patient information into an Electronic Medical Record.
- Sustain long hours and be self-contained for 24 hours without food or shelter.
- Able to deploy for minimum of 2 weeks.

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Boston Marathon Medical Tent **2007 - present**

- Set up cots and medical supplies in tent
- Assess and care for wounds, medical issues and fatigue. Monitor vitals, start IV and prepare for transport or release back to race.

Bridges, Nashua NH **2003 - 2010**

Crisis Intervention Advocate

- Answer crisis phone lines 12 hours per month
- Meet victims of domestic violence/sexual assault at the hospital if needed
- Attend meetings and training

Town of Hudson NH Fire Department

Firefighter/Emergency Medical Technician - Intermediate **1984 - 2006**

- Perform emergency medical care and transportation of patients.
- Respond to fires and emergencies as a call firefighter
- Attend monthly trainings and ride along

Education

St. Joseph's School of Nursing, Nashua, NH **2001**

Licensure/Certifications

State of NH Licensed Practical Nurse
American Heart Association, CPR Instructor
Certified in IV Therapy, Phlebotomy and Emergency Pharmacology
Lactation Consultant
State of NH Notary, Justice of the Peace
Cosmetology - State of NH

Sue Durkin

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State of NH Licensed Practical Nurse
American Heart Association, CPR Instructor
Certified in IV Therapy, Phlebotomy and Emergency Pharmacology
Lactation Consultant
State of NH Notary, Justice of the Peace
Cosmetology - State of NH

Bridget Langa, MS, Family Nurse Practitioner

[redacted]

Qualifications

• 6 years experience as a Family Nurse Practitioner providing individualized comprehensive acute, episodic, and chronic care to individuals of all ages in the office setting with an additional 15 years experience working as a Registered Nurse in a variety of settings most recently in the home health care setting as a visiting clinician for infants, children, and adults as well as working part-time in nursing management
• Presently working in Allergy, Asthma, Immunology specialty and Internal medicine office providing specialty care under the guidance of of Allergist/ Internist
• Self-motivated professional with a commitment to quality care who holds a special interest in asthma management and asthma education currently holding a certificate from the National Asthma Educator Certification Board

Education

• University of Massachusetts, Master of Science, June 2005 Lowell MA.
• Rivier College, Baccalaureate in Nursing, September 2002, Nashua, NH
• Rivier College, Associate Degree in Nursing, June 1996, Nashua, NH

Honors

• Graduate Dean's Award, 2005; GPA 3.9
• National Honor Society, Sigma Theta Tau, 2004
• Magna Cum Laude—Rivier College, 2002

Relevent Experience

• Family Nurse Practitioner--New England Allergy, Asthma, and Immunology, 2011- present
• Family Nurse Practitioner--Happy n Healthy Family Medicine, Salem 2006- 2011
• Family Nurse Practitioner-- Billerica Medical and Health Center 2005-2006
• Nurse Manager/Staff RN—VNA of Greater Lowell, Lowell MA 1998-present
• Variety of experience as a Registered Nurse and LPN providing care in

long term care adult, geriatric, and pediatric facilities and sub-acute care in a rehabilitation facility

Management/Organizational Skill

- Strong experience in management of professional and paraprofessional staff
- Excellent interpersonal and organizational skills with excellent attention to detail
- Strong computer skills and proficient use of various EMRs such as CareCentric, Amazing Charts, and Home/Road Notes

Clinical Skills

- Experienced in providing care to patients in infancy through geriatrics
- Strong phlebotomy, wound care, and IV experience

Program Development

- Developed and implemented a Pediatric Asthma Management Program for a community based health care agency

Certificates

Certified Family Nurse Practitioner; July 2005, American Nurses Credentialing Center
Nationally Certified Asthma Educator; January 2004, August 2011 National Asthma Educator Certification Board
Geropsychiatric & Mental Health Nursing; June 2004, Graduate Certificate University of Massachusetts Lowell

Published Article

Explanatory Models of Asthma in the Southeast Asian Community; MCN, American Journal of Maternal Child Nursing: May/June 2009 - Volume 34 - Issue 3 - p 184-191; Reece, Susan M. DNSc, PNP-BC; Silka, Linda PhD; Langa, Bridget, APRN-BC; Renault-Caragianes, Paulette MPA, RN; Penn, Sireena

Licenses

Massachusetts Nurse Practitioner/RN license
New Hampshire Nurse Practitioner/RN license

References Furnished Upon Request

Addendum to Resume

February 2012 - Present	Lamprey Health Care, Nashua, NH Family Nurse Practitioner

Mariane Gosselin

OBJECTIVE: I am seeking a position as a Clinical Medical Assistant.

SUMMARY OF QUALIFICATIONS:

- Fluent in the following languages: Portuguese, Spanish and English
- Well organized with attention to detail
- Excellent interpersonal communication skills with staff and co-workers
- Compassionate, hard working , dedicated medical assistant

EDUCATION

Northeast Technical Institute Graduated November 6, 2009

Medical Assistant Program

Courses taken included:

- Anatomy and Physiology 1 and 2
- Confidentiality of Health Information Management
- Medical Terminology
- Medical Billing and Coding

Clinical Skills:

- Infection control and related OSHA guidelines
- Performed and charted vital signs to include height and weight measurement
- Phlebotomy procedures: venipuncture, capillary puncture
- Read and performed electrocardiograms
- Administer medications in the following manner: oral, subcutaneous, intramuscular, and intradermal

CPR/AED/First Aid Certification

Clinical Medical Assistant Certification, EKG and Phlebotomy certifications obtained through NHA November 2009

EMPLOYMENT

Circuit Board Express Haverhill, MA 2000-2009

Electrical circuit tester, CAM operator

- Designed test plans, scenarios, scripts, or procedures
- Tested system modifications to prepare for implantation
- Identified , analyzed and documented problems with program function, output, online screen or content
- Created and maintained databases of known test defects
- Performed administrative tasks to include: answering the telephone, handling messages, providing excellent customer service

REFERENCES

Addendum to Resume

March 2010 - Present Lamprey Health Care
Nashua, NH
Medical Assistant

Pauline Cummings

Certified Medical Assistant In Occupational Health - Dartmouth Hitchcock Clinic

[redacted]

Dynamic results oriented Medical assistant professional with extensive years of experience in a fast paced customer service based office. Detailed, hands on experience in payroll, A/R, A/P and transcription. Working in Occupational Health. Personally interacted with law firms, doctors' offices and other professionals. Proven track record for achieving target goals, streamlining operations and reducing overall costs.

WORK EXPERIENCE

Certified Medical Assistant in Occupational Health

Dartmouth Hitchcock Clinic - 2011 to Present

Assisting Doctor and Pa's

- Rooming Patients
- DOT Exams
- FAA Exams
- Drug Test
- Spirometry Testing
- EKG's
- New Employee Exams
- EMR
- Paying department bills
- Calling patients
- Answering phones and scheduling appointments
- Filing

Medical Assistant

Dr. Emil Karajannis - 2011 to 2011

Answering phones and scheduling appointments

- Assisted Doctor when needed
- Injections
- Rooming patients
- EKG's
- Filing
- Sending out and updating files for reminder appointments

Workers Compensation Claims Assistant

Sedgwick CMS & Gallagher Bassett and State Farm Insurance - 1988 to 2009

Calculated injured workers compensation rates for their weekly checks

- Set up time tracking for claims
- Pay bills on files
- Completed all required forms for claims in all New England States
- Set up claims and sent required letters to injured workers depending on which state the accident occurred
- Type checks for settlements
- Customer Service

[redacted]

- Talked with medical providers and Attorneys for bills
- File
- Order all supplies for Office
- Maintain an electronic diary system

EDUCATION

Associates in Medical Assistant
Hesser College - Nashua, NH
2008 to 2010

Associates in Accounting/Business Administration
Hesser - Manchester, NH
1993 to 1997

CERTIFICATIONS

Medica Assistant
December 2011 to December 2016

ADDITIONAL INFORMATION

Areas of Expertise:
- EMR
- Rooming patients
- EKG's
- Drug Test
- Spirometry
- Hearing Test
- Breath Alcohol Test
- Types 93 WPM
- 200 Extension Switchboard
- Proficient in Microsoft Works and Excel
- Dictaphone
- Ordered and maintained office supplies for a 50 person office
- Maintained diary system of claims for insurance professionals
- Calculated injured workers compensation rates and expenses
- Completed and submitted State Forms required by all New England States for Workers Compensation claims
- Filed and maintained all bills to do with claims

Addendum to Resume

November 2014 - Present

Lamprey Health Care, Nashua, NH
Medical Assistant

Querida S. Owen

[redacted]

Objective

Continuation of the application of my acquired psychological and bilingual skills.

Summary of qualifications

Bachelor degrees in Psychology and Spanish.
Completely bilingual as well as bicultural.
Strong intra-personal skills.

Work Experience

1999 to Present

Area Agency for Developmental Services of Greater Nashua, Inc. Nashua, NH

Assistant Early Supports and Services Coordinator for 11 towns

Assist in the implementation of a family Centered Early Supports and Services program / Early Intervention, which focuses on supporting children of ages new born to three and their families, in non-facility based services.

Responsible for the arrangement and implementation of initial home visits, referrals to contracted teams for evaluations, goals development and implementation, in addition to an array of service options which include: Service coordination, family training, counseling, home visits and occupational / physical / speech therapy.

Provide technical assistance as it relates to state and federal Early Supports and Services regulations for the various evaluating teams.

1991 to 1999

Greater Nashua Child Care Center Nashua, NH

Associate level classroom teacher.
Worked intensively with children aged 13 months through 10 years, and their families.

Assisted in the planning and carrying out of developmentally appropriate activities, as well as in the implementation of behavior modification plans.

Querida S. Owen

Education

1993 to 1998

Rivier College Nashua, NH

Bachelor degree in Psychology.
Bachelor degree in the Spanish Language.
Various workshops on prenatal factors, child development, and challenging behaviors.

Accreditations

Named to the National Dean's List for the last three years of college.

Community activities / services

Neighborhood Health Center for Greater Nashua: Translating and interpreting for medical and counseling personnel (as part of Spanish internship).

Area Agency for Developmental Services of Greater Nashua: Translating for initial home visits, evaluations, therapy sessions and transposing letters on the agency's behalf.

References

Upon request.

Personal

Female, United States Citizen, Single, Good Health.

Addendum to Resume

Sept. 2001 - Present Lamprey Health Care, Nashua, NH
Care Coordinator

Querida Owen
[redacted]

[redacted]

ADDENDUM TO RESUME

September 2001 to Present	**Lamprey Health Care** Care Coordinator	Nashua, NH

Tracie Gagnon

OBJECTIVE:

A responsible and challenging entry-level position that will utilize my education and background, expand my knowledge, and offer opportunities for personal and professional growth.

EDUCATIONAL HISTORY:

Assumption College

MA Education	May 2002

Keene State College

B.A. Psychology	May 1999
B.S. Education	GPA: 3.9

EMPLOYMENT HISTORY:

Medical Records Clerk I Lamprey Health Care, Nashua, NH	2004 – Present
Kindergarten/Preschool Teacher Hillsboro-Deering Elementary School, Hillsboro, NH	2002 - 2004
Preschool Teacher Rainbowland Child Development Center, Bedford NH	2001-2002
Special Education Instructional Aide Southborough Public School, Southborough, MA	1999-2001
Sales Associate; Department Manager Caldor Corporation, Westborough, MA	1993-1998

SUMMARY OF KNOWLEDGE AND EXPERIENCE:

Strong oral and written communication skills Ability to multi-task
Anticipating and solving problems
Able to adapt to varied situations
Strong time management skills Highly organized
Data collection and analysis
Setting and meeting goals and deadlines
Knowledge of Microsoft Word, Publisher, Outlook, Excel
Customer service
Making difficult decisions quickly and appropriately
Flexibility
Maintaining accurate records
Working within the constraints of a tight budget

Addendum to Resume

October 2004 - Present Lamprey Health Care, Nashua, NH

Medical Information Assistant

CURRICULUM VITAE

NAME: David S. Deifik, M.D.
BIRTH DATE: [redacted]
BIRTHPLACE:

HOME ADDRESS: [redacted]

SOCIAL SECURITY#

EDUCATION AND TRAINING

GRADUATE: 1973-1976	Baylor College of Medicine Houston, Texas	M.D. 1976
UNDERGRADUATE: 1969-1973	Oberlin College Oberlin, Ohio	B.A. Chemistry 1973 With Honors
POST-GRADUATE: 1977-1980	Residency in Obstetrics and Gynecology Brown University Affiliated Program in Obstetrics and Gynecology Women and Infants Hospital of Rhode Island Providence, Rhode Island	
1976-1977	Internship in Medicine and Surgery The Rhode Island Hospital Providence, Rhode Island	

CERTIFICATION AND LICENSURE

Medical License: New Hampshire, 1983 #6822

Board Certification: Obstetrics and Gynecology 1982
Recertified: 1991

ACADEMIC APPOINTMENTS

7/1/95-Present	Adjunct Assistant Professor of Obstetrics and Gynecology Dartmouth Medical School Hanover, New Hampshire
1993-~~Present~~ 2002	Clinical Instructor in Health Science Bouve College of Pharmacy and Health Sciences Northeastern University Boston, Massachusetts
1979-1980	Assistant Clinical Instructor Section of Obstetrics and Gynecology Division of Biology and Medicine Brown University Providence, Rhode Island

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PROFESSIONAL ACTIVITIES

1983-Present	Multispecialty Group Practice The Hitchcock Clinic Nashua Division Nashua, New Hampshire
1992-~~Present~~ 2001	Chairman, Department of Obstetrics and Gynecology The Hitchcock Clinic Nashua Division
1985-1992	Vice Chairman Department of Obstetrics and Gynecology The Hitchcock Clinic Nashua Division
1992-1993	Chairman Department of Obstetrics and Gynecology Nashua Memorial Hospital Nashua, New Hampshire
1988-~~Present~~ 1998	Member of the Health Care Policy Committee The Matthew Thornton Health Plan Nashua, New Hampshire
1980-1983	Multispecialty Group Practice Group Health Medical Associates Tucson, Arizona

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MEMBERSHIP IN PROFESSIONAL SOCIETIES

Fellow of the American College of Obstetricians and Gynecologists 1983-Present

HONORS AND AWARDS

1993 Physician of the Year Award
The Hitchcock Clinic, Nashua Division

PROFESSIONAL INTERESTS

General Obstetrics, Infertility, Laparoscopy

TEACHING EXPERIENCE

1976-1980 Teaching of Brown University and Tufts University Medical Students during clinical rotations in Medicine, Surgery and Obstetrics-Gynecology

1993 Teaching of Northeastern University Physicians assistant student during Obstetrics-Gynecology rotation.

ADDITIONAL TEACHING EXPERIENCE

2002- present Nashua Site coordinator for Dartmouth Medical School core rotation in Ob/Gyn

1998- present Teaching Dartmouth Ob-Gyn Residents during the first and second year of residency

Natalia Raya

[redacted]

PROFESSIONAL SUMMARY

Trained English/Spanish Interpreter and Community Health Worker with knowledge of medical terminology, pharmacology, medical law and ethics, and medical insurance. Solid work history in a field that demands excellent teamwork, interpersonal and organizational skills. Respectful of all individuals, regardless of cultural or economic background, and eager to make a positive difference in people's lives.

KEY SKILLS

- Fluent in English and Spanish
- Community Health
- Interpretation
- Microsoft Word and Excel
- Assisting clients via phone, email
- Active listening
- Excellent verbal & written communication skills
- Knowledge of medical terminology
- Adherence to Code of Ethics and HIPAA
- Cultural sensitivity
- Customer service

EDUCATION

56-Hour Community Health Worker Training | 2016
Southern New Hampshire Area Health Education Center (SNHAHEC) - Manchester, NH
Topics covered included:

- *Insurance Options and the Marketplace, CHW Code of Ethics, Culture and Cultural Effectiveness*
- *Community Assessment Skills Advocacy, Leadership and Empowerment Skills*
- *Chronic Disease Management and Oral Health*
- *Mental Health, Substance Abuse, Domestic Violence, and Care Coordination*
- *The Environment and Prevention and Wellness*

Health Care Community Interpreter | 2015
Southern New Hampshire Area Health Education Center (SNHAHEC) - Manchester, NH
64-hour training covered language access law, the protocol of interpretation, the national code of ethics and standards of practice, basic anatomy and medical terminology, impact of culture on interpretation, and role plays.

900-Hour Professional Medical Assistant Certificate | 2005
Seacoast Career Schools - Manchester, NH
120 hour clinical with Dr. Kundu at Catholic Medical Center

Courses included:

- *Anatomy & Physiology 1& 2*
- *Clinical Labs 1,2 & 3*
- *Office Procedures and Theory*
- *Phlebotomy*
- *Medical Manager*
- *Microsoft Word and Window XP*
- *Pharmacology*
- *Insurance*
- *Psychology*
- *Medical Terminology 1& 2*
- *Medical Law and Ethics*
- *Billing & Coding*
- *CPR / First Aid*
- *Medical Transcription*

Computer Programming (two-year program, GPA 3.8) | 1990
Instituto De Banca - San Juan, Puerto Rico

(603) 361-4212 | Natalia-raya@comcast.net

WORK EXPERIENCE

Operation's - Customer Service (promotion) | Jan. 2006 – current
Freudenberg NOK - Manchester, NH

- Coordinate all finish good shipments for facility of 300 plus employees.
- Communicate by phone and email to manage schedules, prioritize work load, and manage daily shipping activity to meet customers' delivery expectations.
- Develop and execute contingency control plans for customer's requirements and anticipate customer's expectations.
- Reorganized inventory control process to reduce inventory review from twice a year to once every 3-4 years, significantly reducing staff hours for overtime pay.
- Key member of Kaizen team tasked with exploring strategies for continuous improvement. Took lead role in standardizing product packaging sizes to save money and reduce waste.

Quality Assurance (promotion) | Jan. 1999 – Jan. 2006
Freudenberg NOK - Manchester, NH

- Worked with Quality Assurance team to support 4-5 product lines for major auto manufacturers.
- Successfully served as backup Supervisor when needed.
- Demonstrated documentation control through computer skills & filing.
- Collaborated with team members at shift changes to ensure smooth work transition.
- Reviewed engineering drawings to verify measurements and specifications.

Cell Operator | Nov. 1997 – Dec. 1999
Freudenberg NOK - Manchester, NH

- Efficiently and accurately assembled and packaged molded gasket covers for major automobile manufacturers such as Chrysler and GM.
- Offered promotion to Quality Assurance position based on skill and excellent work ethic.

AWARDS

H-1B ICU Healthcare Skills Training Grant Award | Jan. 2016

One of approximately 300 participants selected for this competitive training grant sponsored by the U.S. Department of Labor, Employment and Training Administration and administered through Manchester Community College (Manchester, NH).

Academic Excellence Award - Seacoast Career Schools | Dec. 2004

Motivation Award - Seacoast Career Schools | Dec. 2004

Most Helpful Student Award - Seacoast Career Schools | Sept. 2004

SUGEILY MARIN

[redacted]

Summary of Qualifications

- 12+ years working in customer service and the public.
- 7 years of experience as a Certified Applicant Counselor for health insurance Through the Market Place.
- 4 years of work experience in financial/ billing department.
- Extensive work experience assisting patients/ clients in person and over the phone resolving financial/ Health insurance inquiries.
- Work well independently as well as part of a team.
- Dynamic coordinating, training and leadership skills.
- Bilingual (Spanish & English).
- Proficient in Microsoft Office.
- Strong listening, multitasking, prioritization and problem-solving skills.
- Excellent work ethic.

EXPERIENCE

FEB 2017 – CURRENT

FINANCIAL ASISSTANCE COORDINATOR, LAMPREY HEALTH CARE

Assist patient with outstanding customer service to ensure they receive a stress-free visit with their providers. Assist with educating/ enrolling patients about health insurance. Assist with resolving billing questions, questions regarding insurance plans and stablishing payment plans. Submit and provide monthly report on number of assists performed in a timely fashion matter.

2014 – 2017

MARKETPLACE ASSISTER, NH VOICES FOR HEALTH

- Promote and Educate the public about Health insurance.
- Deliver health insurance Literacy into schools, colleges, hospitals and private organized meetings.
- Assist/ Enroll clients in affordable health insurance by phone or computer in a private setting or comfort of their own home.
- Create report on how many assists/ enrollments, follow ups with out interfering with HIPPA Laws.

2012 – 2014

APPOINTMENT SECRETARY, DARTMOUTH HITCOCK

- Inbound calls
- Assist patients calling regarding Medication refills.
- retrieve Medical insurance information.
- Receive and transfer emergency calls to nurse or provider available.
- Send high priority message into the nurse's inbox with patient's health questions and concern

EDUCATION

2020
CAC CERTIFICATION , LAMPREY HEALTH CARE

2015
COMMUNITY HEALTH WORKER CERTIFICARTION, AHEC

2014
MEDICAL INTERPRETER CERTIFIATION, SOUTHERN NH AHEC

2006
DIPLOMA, CENTRAL HIGH SCHOOL

Tanya DaRocha

[redacted]

[redacted]

OBJECTIVE

To obtain a position in the medical field, this will enable me to gain more hands on experience, to refine my medical assisting skills.

EDUCATION

Middlesex Community College
33 Kearney Square Lowell, MA
Associates Nursing Program
Anticipated year of graduation May 2021

Greater Lowell Technical High School
250 Pawtucket Blvd. Tyngsboro, MA
Year of graduation 2015 – Diploma received
Technical Program of Study: Medical Assisting

CERTIFICATIONS

NHA Certified Clinical Medical Assistant
American Heart Association BLS Certified

EXPERIENCE

Lowell General Hospital – Cancer Center
Medical Oncology – Infusion Room
September 2018 – Present

Lowell General Hospital – WomanHealth
July 2017 – September 2018
PowerChart software trained

Lowell Community Health Center
February 2016 – July 2017
OB/GYN Department
ECW software trained

Market Basket
April 2011 – February 2016
Customer service, Cashier and bagging, Process cash, Debit/Credit card transactions

SKILLS

Strong communication/organization skills
Front desk reception
Appointment scheduling/rescheduling
Home Chemotherapy coordination
Performing patient vital signs
Performing Intramuscular injections
Obtaining patient medical history
Assisting providers with procedures i.e. pap smears, IUD inserts/removals, Nexplanon inserts/removals, endometrial biopsies, Colposcopies, LEEP's
Performing glucose/hemoglobin finger sticks
Performing urine pregnancy tests and urine dip sticks

LANGUAGES

Fluent in English and Portuguese

[redacted]

Verceli Acevedo

Bilingual Spanish/English
Registered Medical Assistant

To secure a position within a dynamic organization in the healthcare industry that will utilize all of my relevant experience and knowledge as a medical assistant while offering opportunity for growth, development and advancement within the company.
Authorized to work in the US for any employer

Work Experience

Medical Assistant

Lamprey health care – Nashua, NH
Present from 07/2017
Interview patients to obtain medical information and demographics.
Working in close partnership with a provider(s) and nurses.
Maintenance and control of non-pharmaceutical supplies and equipment.
Stock exam rooms and utility rooms daily with medical supplies and forms needed.
Proficient in the use of the electronic medical record (Epic/Athena/Centricity) as it pertains to department-based
workflows and guidelines. For example, enters and views information such as vitals, chief complaint, extended vitals, smoking status, WCC family/social history, and BPAs. Enters messages as staff messages.
Medical Assistant Waived Testing Competencies: Blood Glucose, Urine HCG, Urine Dipstick, Rapid Strep,
Hemoglobin A1C, Capillary Lead Testing, COVID-19 nasal wasp test,Administration of Immunizations(vaccines)
Assist patient transfers to/from chair, stretchers and exam table.

East Boston Neighborhood Health Center - East Boston, MA
07/2016-07/2017
Interview patients to obtain medical information and demographics.
Working in close partnership with a provider(s) and nurses.
Assists and directs care of patients in a practice.
Maintenance and control of non-pharmaceutical supplies and equipment.
Stock exam rooms and utility rooms daily with medical supplies and forms needed.
Proficient in the use of the electronic medical record (Epic) as it pertains to department-based workflows and guidelines. For example, enters and views information such as vitals, chief complaint, extended vitals, smoking status, WCC family/social history, and BPAs. Enters messages as staff messages.
Medical Assistant Waived Testing Competencies: Blood Glucose, Urine HCG, Urine Dipstick,Rapid Strep,
Rapid Trichomonas, Hemoglobin A1C.
Assist patient transfers to/from chair, stretchers and exam table.

Whittier Street Health Center OB/GYN fammed - Roxbury, MA
November 2014 to July 2016
Interview patients to obtain medical information
Record patients vital signs, Pregnancy test, Urine dip strip
Show patients to examination rooms
Record patient's medical history, information such as test results.
Explain treatment procedures, medications, diets and physicians' instructions to patients.
Help doctors with medical tools in a procedure.
Maintain, update and organize patient charts.

Serve as an interpreter to patients to communicate with doctors.
Manage and make appointments on EPIC.

Hired from Medical assistant externship
Fuente de Vida Adult Day Care - Hyde Park, MA
July 2011 to September 2013
Interview patients to obtain medical information and measure their vital signs, weight, height.
Show patients to examination rooms and prepare them for the R.N.
Record patients' medical history, vital statistics
Prepare and administer medications as directed by R.N.
Explain treatment procedures, medications, diets and physicians' instructions to patients.
Maintain, update and organize patient charts.

Education
Everest Institute - Brookline, MA
2010 to 2011

Skills
Customer service, computer skill/ worked with different EMRs, Administrative Skills

Certifications/Licenses
Registered Medical Assistant
09/2018

Additional Information
Bilingual Spanish/English
Clinical Skills
Phlebotomy Capillary Sticks Urinalysis
Injections /Vital Signs
EKG's/ Autoclaving/ Sterilization Throat culture
Administration Skills:
Typing, Scheduling patients, proficient handling of patient charts, phone etiquette, extensive Knowledge of Microsoft office, and other basic office duties.
Ability to work independently as well as a team member.

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New Hampshire Department of Health and Human Services
Division of Public Health Services

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lamprey Health Care, Inc.

Name of RFP: Family Planning Program Services

Budget Period: 7/1/2021 - 12/31/2021

A	B	C	D	E						H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period						Site*
Example:					FAMILY PLANNING FUNDING		TANF FUNDING		AGENCY IN KIND	
Prenatal Coordinator	Sandra Little	$21.00	40	$21,840						
Care Coordinator	Owen, Querida	26.16	20.00	$13,603.20	4.00	$2,720.64	-	$0.00	$10,882.56	FP/TANF
Community Health Worker	Acevedo, Verceli	20.26	10.00	$5,267.60	-	$0.00	6.50	$3,423.94	$1,843.66	
Translator	Raya, Natalia	21.09	27.00	$14,805.18	3.00	$1,645.02	-	$0.00	$13,160.16	FP/TANF
FP Coordinator	Mason, Patricia	33.09	20.00	$17,206.80	2.00	$1,720.68	5.00	$4,301.70	$11,184.42	FP/TANF
Medical Assistant	Cummings, Pauline	21.00	34.00	$18,564.00	4.00	$2,184.00	-	$0.00	$16,380.00	FP/TANF
Site Administrator	DeSalvo, Francine	42.73	5.00	$5,555.10	-	$0.00	-	$0.00	$5,555.10	FP/TANF
Chief of Clinical Services	Durkin, Susan	60.31	3.00	$4,704.28	1.00	$1,568.09	-	$0.00	$3,136.19	FP/TANF
Physician	Deifik, David	153.24	3.00	$11,952.72	1.00	$3,984.24	-	$0.00	$7,968.48	FP/TANF
ARNP	Langa, Bridget	69.06	15.00	$26,933.40	2.00	$3,591.12	-	$0.00	$23,342.28	FP/TANF
Medical Records Clerk	Gagnon, Tracie	17.82	10.00	$4,634.08	2.00	$926.82	-	$0.00	$3,707.27	FP/TANF
Medical Assistant	Tanya DaRocha	19.00	6.00	$2,964.00	4.00	$1,976.00	-	$0.00	$988.00	FP/TANF
Medical Assistant	Gosselin, Marianne	20.70	10.00	$5,380.92	4.00	$2,152.37	-	$0.00	$3,228.55	FP/TANF
Patient Service Rep	Marin, Sugeily	18.52	6.00	$2,889.12	4.00	$1,926.08	-	$0.00	$963.04	FP/TANF
Total Salaries by Source				$134,460.40		$24,395.06		$7,725.64	$102,339.70	

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 28, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend existing contracts with the vendors listed in bold below for family planning services, by decreasing the total price limitation by $18,615 from $6,740,866 to $6,722,251 with no change to the contract completion dates of June 30, 2021 effective upon Governor and Council approval. 100% General Funds.

The original contracts and subsequent amendments were approved by Governor and Council as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Amoskeag Health	**157274 -B001**	**Manchester, NH**	**$530,172**	**($556)**	**$529,616**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Community Action Program – Belknap Merrimack Counties, Inc.	177203 -B003	Concord, NH	$773,790	$0	$773,790	O: 11/08/2017 Item #21A A01: 8/14/2018
Concord Hospital, Inc. Family Health Center	**177653 -B011**	**Concord, NH**	**$518,196**	**($453)**	**$517,743**	**O: 11/08/2017 Item #21A A01: 8/14/2018 A02: 06/19/19 Item #78F A03: 12/18/19 Item #16**
Coos County Family Health	**155327 -B001**	**Berlin, NH**	**$314,540**	**($1,052)**	**$313,488**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**

Equality Health Center	**257562 -B001**	**Concord, NH**	**$359,600**	**($619)**	**$358,981**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Joan G. Lovering Health Center	**175132 -R001**	**Greenland, NH**	**$445,792**	**($102)**	**$445,690**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Lamprey Health Care	**177677 -R001**	**Nashua, NH**	**$925,204**	**($2,276)**	**$922,928**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Mascoma Community Health Care, Inc.	283136 -B001	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177628 -R002**	**Colchester, VT**	**$2,296,000**	**($13,557)**	**$2,282,443**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
White Mountain Community Health Center	174170 -R001	Conway, NH	$377,572	$0	$377,572	O: 11/08/2017 Item #21A A01: 06/26/19 Late Item #A
		Total:	**$6,740,866**	**($18,615)**	**$6,722,251**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to reduce funding for contractors funded through the family planning program in order to allow the Department to fund the Family Planning Program database.

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse. Approximately 14,000 individuals will be served from July 1, 2020 to June 30, 2021.

The Family Planning Program database is essential to programmatic activities, performance, and required for program evaluation. In the past, the database was funded solely through federal funds. However, federal regulations do not allow the use of federal funds for this database.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other clinical services including breast and cervical cancer screenings. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The Department will continue monitoring contracted services using the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the Department will be unable to fund the Family Planning Program database, which is essential to programmatic activities, performance, and required program evaluation. Without the Family Planning Program database, the program will not be in federal compliance with the Office of Population Affairs Title X program requirements, which could result in program would losing federal funding.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2020	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
2021	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2021	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
			Subtotal:	*$592,534*	*$0*	*$592,534*

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% Federal Funds

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$193,034*	$0	*$193,034*

[redacted]

Family Planning Fiscal Details

Coos County Family Health Center — Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$132,548*	*$0*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$156,800*	*$0*	*$156,800*

Joan G. Lovering Health Care — Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$199,896*	*$0*	*$199,896*

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$403,164*	*$0*	*$403,164*

Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$219,850	$0	$219,850

Mascoma Community Health Center			Vendor ID #283136-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$154,764	$0	$154,764

AU 5530 TOTALS:	$2,385,022	$0	$2,385,022

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% General Funds

Concord Hospital			Vendor ID #177653-B011			PO 1059188
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$96,517	$0	$96,517
2021	102-500731	Contracts for Program Services	90080208	$96,517	($453)	$96,064
			Subtotal:	*$193,034*	*($453)*	*$192,581*

Coos County Family Health Center			Vendor ID #155327-B001			PO 1069366
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$66,274	$0	$66,274
2021	102-500731	Contracts for Program Services	90080208	$66,274	($1,052)	$65,222
			Subtotal:	*$132,548*	*($1,052)*	*$131,496*

Family Planning Fiscal Details

Equality Health Center				Vendor ID #257562-B001		PO 1069192
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$78,400	$0	$78,400
2021	102-500731	Contracts for Program Services	90080208	$78,400	($619)	$77,781
			Subtotal:	*$156,800*	*($619)*	*$156,181*
Joan G. Lovering Health Care				Vendor ID #175132-R001		PO 1069193
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$99,948	$0	$99,948
2021	102-500731	Contracts for Program Services	90080208	$99,948	($102)	$99,846
			Subtotal:	$199,896	($102)	$199,794
Lamprey Health Care				Vendor ID #177677-R001		PO 1069349
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$201,582	$0	$201,582
2021	102-500731	Contracts for Program Services	90080208	$201,582	($2,276)	$199,306
			Subtotal:	*$403,164*	*($2,276)*	*$400,888*
Amoskeag Health		Vendor ID #157274-B001				PO 1069352
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$109,925	$0	$109,925
2021	102-500731	Contracts for Program Services	90080208	$109,925	($556)	$109,369
			Subtotal:	*$219,850*	*($556)*	*$219,294*
Planned Parenthood of Northern New England				Vendor ID #177528-R002		
100% General Funds						PO 1069194
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$874,000	$0	$874,000
2021	102-500731	Contracts for Program Services	90080208	$874,000	($13,557)	$860,443
			Subtotal:	*$2,296,000*	*($13,557)*	*$2,282,443*
			AU 5530 TOTALS:	$3,601,292	($18,615)	$3,582,677

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF						
TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY						
ASSISTANCE TO NEEDY FAMILIES						
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds						
FUNDER: US DHHS Administration for Children and Families						
Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*
Concord Hospital Vendor ID #177653-B011						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*
Coos County Family Health Center Vendor ID #155327-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*
Equality Health Center Vendor ID #257562-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Joan G. Lovering Health Care Vendor ID #175132-R001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500

2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care		Vendor ID #177677-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center		Vendor ID #283138-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center		Vendor ID #174170-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6146 TOTAL:	$754,552	$0	$754,552
			Totals	$6,740,866	($18,615)	$6,722,251

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Family Planning Services

This 3rd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 207 South Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), as amended on June 19, 2019, (Late Item #78), and as amended on December 18, 2019, (Item # 16), 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, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $922,928.

2. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Exhibit B-2, Exhibit B-3, Exhibit B-4, Exhibit B-5 Budget Amendment #2, Exhibit B-6 Budget Amendment #3, Exhibit B-7 Budget Amendment #2 and Exhibit B-8 Budget Amendment #2.

3. Modify Exhibit B-6 Amendment #2 Budget, Family Planning Funds, State Fiscal Year 2021 by replacing in its entirety with Exhibit B-6 Amendment #3 Budget, Family Planning Funds, State Fiscal Year 2021, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6-8-2020
Date

for
Name: Lisa Morris
Title: Director

Lamprey Health Care, Inc.

6/2/2020
Date

Name: Shelly White
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/09/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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 B-4, Amendment #3 Budget
Family Planning Funds

New Hampshire Department of Health and Human Services

Contractor Name: Lawrence Health Care

Budget Request Type: FAMILY PLANNING

Budget Period: [illegible]

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 334,927.36	$ -	$ 334,927.36	$ 177,292.36	$ -	$ 177,292.36	$ 157,634.94	$ -	$ 157,634.94
2. Employee Benefits	$ 80,875.50	$ -	$ 80,875.50	$ 54,037.83	$ -	$ 54,037.83	$ 26,838.47	$ -	$ 26,838.47
3. Consultants	$ 7,464.02	$ -	$ 7,464.02	$ 7,464.02	$ -	$ 7,464.02	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 955.36	$ -	$ 955.36	$ 955.36	$ -	$ 955.36	$ -	$ -	$ -
Purchase/Depreciation	$ 1,088.00	$ -	$ 1,088.00	$ 1,088.00	$ -	$ 1,088.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 21,019.85	$ -	$ 21,019.85	$ 8,819.85	$ -	$ 8,819.85	$ 12,800.00	$ -	$ 12,800.00
Office	$ 996.87	$ -	$ 996.87	$ 996.87	$ -	$ 996.87	$ -	$ -	$ -
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -
7. Occupancy	$ 21,043.05	$ -	$ 21,043.05	$ 21,043.05	$ -	$ 21,043.05	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 4,332.99	$ -	$ 4,332.99	$ 2,000.00	$ -	$ 2,000.00	$ 2,332.99	$ -	$ 2,332.99
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HR/IT Support	$ 14,297.56	$ -	$ 14,297.56	$ 14,297.56	$ -	$ 14,297.56	$ -	$ -	$ -
Admin/Finance Allocation	$ 31,106.00	$ -	$ 31,106.00	$ 31,106.00	$ -	$ 31,106.00	$ -	$ -	$ -
Clinical Support Allocation (8 hrs/HW/OF)	$ 41,831.39	$ -	$ 41,831.39	$ 41,831.39	$ -	$ 41,831.39	$ -	$ -	$ -
TOTAL	$ 561,779.39	$ -	$ 561,779.39	$ 362,473.38	$ -	$ 362,473.38	$ 199,306.00	$ -	$ 199,306.00

Indirect As A Percent of Direct

Lfs.

Contractor Initials

Date 6/2/2020

DEC05'19 PM 2:26 DAS

16 mar

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 3, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **retroactively** amend an existing agreement with the vendors listed below in **bold**, to provide Family Planning Services, by increasing the price limitation by $1,200,000 from $5,540,866 to $6,740,866, effective July 1, 2019, with no change to the completion date of June 30, 2021, upon Governor and Executive Council approval. 100% General Funds.

Seven (7) of the ten (10) vendors, which includes Planned Parenthood of Northern New England (PPNNE), have attested to their inability to participate in the Title X program as recent federal regulations inhibit their ability to provide a full range of family planning services. Six (6) vendors do not see an increase in their overall budget as General Funds will backfill their existing budgets. PPNNE will receive additional General Funds to restore their federal Title X award to allow them to continue to provide comprehensive family planning services.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Decrease Amount – Federal Funds	Increased Amount- General Funds	Revised Modified Budget	G&C Approval
Amoskeag Health	**157274-B001**	**Manchester, NH**	**$530,172**	**($105,894)**	**$105,894**	**$530,172**	**O: 11/08/2017 A01: 06/19/19 Item #78F**
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	$773,790	$0	$0	$773,790	O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$518,196**	**($92,978)**	**$92,978**	**$518,196**	**O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A**
Coos County Family Health	**155327-B001**	**Berlin, NH**	**$314,540**	**($63,844)**	**$63,844**	**$314,540**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Equality Health Center	**257562-B001**	**Concord, NH**	**$359,600**	**($75,524)**	**$75,524**	**$359,600**	O: 11/08/2017 Item #21A **A02: 06/26/19 Late Item #A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$445,792**	**($96,282)**	**$96,282**	**$445,792**	O: 11/08/2017 Item #21A **A02: 06/26/19 Late Item #A**
Lamprey Health Care	**177677-R001**	**Nashua, NH**	**$925,204**	**($194,190)**	**$194,190**	**$925,204**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Mascoma Community Health Care, Inc.	283136-B001	Canaan, NH	$200,000	$0	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177528-R002**	**Colchester, VT**	**$1,096,000**	**$0**	**$1,200,000**	**$2,296,000**	**O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A**
White Mountain Community Health Center	174170-R001	Conway, NH	$377,572	$0	$0	$377,572	O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A
		Total	**$5,540,866**	**($628,712)**	**$1,828,712**	**$6,740,866**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **retroactive** because funds anticipated to be available in Fiscal Year 2020 were not yet appropriated in the operating budget due to the continuing resolution; funds became available on September 25, 2019.

The purpose of this request is to implement section 902010-5530 of HB3. These general funds will supplant federal Title X funding allowing the New Hampshire Family Planning Program (NHFPP) to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations.

The funding change is due to changes in federal regulation of the Title X program. Seven of the ten Title X agencies have attested that they will no longer participate in the Title X program (as of July 1, 2019) as the federal rule change limits their ability to provide a full range of family planning services including limiting their ability to refer patients for abortion services. Two agencies have attested that they will continue to provide services under Title X. One agency, Mascoma Community Health Care has notified DHHS that they will no longer participate in the NH family planning program as of July 1, 2019. In accordance with HB3, this contract utilizes general funds to replace federal funds. Other than NH DHHS, the only agency that contracted directly with the federal gov't for Title X funding was PPNNE (PPNNE does not receive federal funds through DHHS). As PPNNE is no longer accepting Title X federal funds, PPNNE will receive additional general funds of $1.2M in accordance with HB3.

Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. Through this contract, the New Hampshire Family Planning Program is partnering with health centers in both rural and urban settings to ensure that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State, as there is no other system for affordable, comprehensive reproductive health care services.

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities, which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 100% General Funds.

In the event that the Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2020	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
2021	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2021	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
			Subtotal:	*$592,534*	*$0*	*$592,534*

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% Federal Funds

Concord Hospital Vendor ID #177653-B011

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
2021	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
			Subtotal:	*$286,012*	*($92,978)*	*$193,034*

Coos County Family Health Center — Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
2021	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
			Subtotal:	*$196,392*	*($63,844)*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
2021	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
			Subtotal:	*$232,324*	*($75,524)*	*$156,800*

Family Planning Fiscal Details

Joan G. Lovering Health Care — Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
2021	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
			Subtotal:	*$296,178*	*($96,282)*	*$199,896*

Lamproy Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
2021	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
			Subtotal:	*$597,354*	*($194,190)*	*$403,164*

Amoskeag Health — Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
2021	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
			Subtotal:	$325,744	($105,894)	$219,850

Mascoma Community Health Center — Vendor ID #283136-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$154,764	$0	$154,764
			AU 5530 TOTALS:	$3,013,734	($628,712)	$2,385,022

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% General Funds

Concord Hospital			Vendor ID #177653-B011			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
2021	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
			Subtotal:	*$100,056*	*$92,978*	*$193,034*
Coos County Family Health Center			Vendor ID #165327-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
2021	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
			Subtotal:	*$68,704*	*$63,844*	*$132,548*
Equality Health Center			Vendor ID #257562-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
2021	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
			Subtotal:	*$81,276*	*$75,524*	*$156,800*
Joan G. Lovering Health Care			Vendor ID #175132-R001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
2021	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
			Subtotal:	$103,614	$96,282	$199,896
Lamprey Health Care			Vendor ID #177677-R001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
2021	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
			Subtotal:	*$208,974*	*$194,190*	*$403,164*
Amoskeag Health		Vendor ID #167274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
2021	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
			Subtotal:	*$113,956*	*$105,894*	*$219,850*
Planned Parenthood of Northern New England			Vendor ID #177528-R002			

100% General Funds						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
2021	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
			Subtotal:	*$1,096,000*	*$1,200,000*	*$2,296,000*
			AU 5530 TOTALS:	$1,772,580	$1,828,712	$3,601,292
05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTA						
TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY						
ASSISTANCE TO NEEDY FAMILIES						
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds						
FUNDER: US DHHS Administration for Children and Families						
Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*
Concord Hospital Vendor ID #177653-B011						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*
Coos County Family Health Center Vendor ID #155327-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*
Equality Health Center Vendor ID #257662-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Joan G. Lovering Health Care		Vendor ID #175132-R001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care		Vendor ID #177677-R001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center		Vendor ID #283136-B001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center		Vendor ID #174170-R001				

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6146 TOTAL:	$754,552	$0	$754,552
			Totals	**$5,540,866**	**$1,200,000**	**$6,740,866**

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Services Contract

This 2nd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 207 South Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A) and as amended by the Department on June 26, 2019 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the price limitation and the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
2. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Family Planning Clinical Services Guidelines.
3. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement
4. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #2, NH Family Planning Workplan
5. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions.
6. Delete Attachment E, NH Title X Family Planning Program Data Elements, in its entirety and replace with Attachment E, Amendment #2, NH Family Planning Program Data Elements.
7. Delete Exhibit F, Title X Reporting Calendar and replace with Exhibit B, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.
8. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B,

Amendment #2, Method and Conditions Precedent to Payment.

9. Add Exhibit B-5, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2020
10. Add Exhibit B-6, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021
11. Add Exhibit B-7, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2020
12. Add Exhibit B-8, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2021
13. Add Exhibit K, DHHS Information Security Requirements

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

11/14/19
Date

Name: Lisa Morris
Title: Director

Lamprey Health Care, Inc.

Date

Name:
Title: President BOD

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on November 5, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Lisa Phillips, Administrative Assistant
Name and Title of Notary or Justice of the Peace

My Commission Expires: LISA PHILLIPS, Notary Public State of New Hampshire My Commission Expires November 14, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/26/19
Date

Name: CATHERINE PINOS
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who

are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand four hundred fifty (1,450) users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.6. Clinical Services – Requirements:

4.6.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.6.2. The Contractor has elected not to accept Title X funding for the performance of these services. In the event Contractor elects to accept Title X funding in the future, Contractor agrees to fully comply with Title X regulations and that this Agreement be amended accordingly.

4.6.3. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.6.4. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff providing services under this contract must also sign prior to providing direct care and/or education.

4.6.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.6.6. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

4.7. STD and HIV Counseling and Testing – Requirements:

4.7.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC *Sexually Transmitted Diseases Treatment Guidelines* and any updates.

4.7.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.7.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.8. Health Education Materials:

4.8.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release. Examples of material topics include:

4.8.1.1. Sexually Transmitted Diseases (STD)

4.8.1.2. Contraceptive methods

4.8.1.3. Pre-conception care

4.8.1.4. Achieving pregnancy/infertility

4.8.1.5. Adolescent reproductive health

4.8.1.6. Sexual violence

4.8.1.7. Abstinence

4.8.1.8. Pap tests/cancer screenings

4.8.1.9. Substance abuse services

4.8.1.10. Mental health

4.8.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.8.3. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

4.8.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support only outreach and promotional activities.

4.9. Sterilization Services:

4.9.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements.

4.10. Confidentiality:

4.10.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be

necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with State and Federal laws.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, using the Departments template (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.5.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general demographic and clinical data (see Attachment D,), utilizing the data system currently in use by the NH FPP.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1801NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-5, Budget Amendment #2, Exhibit B-6, Budget Amendment #2, Exhibit B-7, Budget Amendment #2, and Exhibit B-8, Budget Amendment #2.
   - 4.2. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
   - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
   - 4.5. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials

Date 11-5-19

Exhibit B-45
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Lamprey Health Care

Budget Request for: FAMILY PLANNING

Budget Period: 7/1/2019 - 6/30/2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 326,524.39	$ -	$ 326,524.39	$ 164,252.67	$ -	$ 164,252.67	$ 162,271.72	$ -	$ 162,271.72
2. Employee Benefits	$ 78,692.75	$ -	$ 78,692.75	$ 50,944.28	$ -	$ 50,944.28	$ 27,748.46	$ -	$ 27,748.46
3. Consultants	$ 7,108.59	$ -	$ 7,108.59	$ 7,108.59	$ -	$ 7,108.59	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 909.87	$ -	$ 909.87	$ 909.87	$ -	$ 909.87	$ -	$ -	$ -
Purchase/Depreciation	$ 1,068.00	$ -	$ 1,068.00	$ 1,068.00	$ -	$ 1,068.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 18,271.50	$ -	$ 18,271.50	$ 8,271.50	$ -	$ 8,271.50	$ 10,000.00	$ -	$ 10,000.00
Office	$ 940.75	$ -	$ 940.75	$ 940.75	$ -	$ 940.75	$ -	$ -	$ -
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -
7. Occupancy	$ 20,041.00	$ -	$ 20,041.00	$ 20,041.00	$ -	$ 20,041.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 3,561.82	$ -	$ 3,561.82	$ 2,000.00	$ -	$ 2,000.00	$ 1,561.82	$ -	$ 1,561.82
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HR/IT Support	$ 13,852.00	$ -	$ 13,852.00	$ 13,852.00	$ -	$ 13,852.00	$ -	$ -	$ -
Admin/Finance Allocation	$ 30,200.00	$ -	$ 30,200.00	$ 30,200.00	$ -	$ 30,200.00	$ -	$ -	$ -
Clinical Support Allocation (Billing/HIM/OI)	$ 40,613.00	$ -	$ 40,613.00	$ 40,613.00	$ -	$ 40,613.00	$ -	$ -	$ -
TOTAL	$ 543,603.67	$ -	$ 543,603.67	$ 342,021.66	$ -	$ 342,021.66	$ 201,582.00	$ -	$ 201,582.00

Indirect As A Percent of Direct 0.0%

Contractor Initials
Date 11-5-19

Exhibit B-#6
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Lamprey Health Care

Budget Request for: FAMILY PLANNING

Budget Period: 7/1/2020 - 6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 337,116.29	$ -	$ 337,116.29	$ 177,392.36	$ -	$ 177,392.36	$ 159,723.93	$ -	$ 159,723.93
2. Employee Benefits	$ 81,245.10	$ -	$ 81,245.10	$ 54,037.03	$ -	$ 54,037.03	$ 27,208.07	$ -	$ 27,208.07
3. Consultants	$ 7,464.02	$ -	$ 7,464.02	$ 7,464.02	$ -	$ 7,464.02	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 955.36	$ -	$ 955.36	$ 955.36	$ -	$ 955.36	$ -	$ -	$ -
Purchase/Depreciation	$ 1,088.00	$ -	$ 1,088.00	$ 1,088.00	$ -	$ 1,088.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 21,019.65	$ -	$ 21,019.65	$ 8,519.65	$ -	$ 8,519.65	$ 12,500.00	$ -	$ 12,500.00
Office	$ 968.97	$ -	$ 968.97	$ 968.97	$ -	$ 968.97	$ -	$ -	$ -
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -
7. Occupancy	$ 21,043.05	$ -	$ 21,043.05	$ 21,043.05	$ -	$ 21,043.05	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 4,150.00	$ -	$ 4,150.00	$ 2,000.00	$ -	$ 2,000.00	$ 2,150.00	$ -	$ 2,150.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HR/IT Support	$ 14,267.56	$ -	$ 14,267.56	$ 14,267.56	$ -	$ 14,267.56	$ -	$ -	$ -
Admin/Finance Allocation	$ 31,106.00	$ -	$ 31,106.00	$ 31,106.00	$ -	$ 31,106.00	$ -	$ -	$ -
Clinical Support Allocation (Billing/HIM/QI)	$ 41,831.39	$ -	$ 41,831.39	$ 41,831.39	$ -	$ 41,831.39	$ -	$ -	$ -
TOTAL	$ 564,055.38	$ -	$ 564,055.38	$ 382,473.38	$ -	$ 382,473.38	$ 201,582.00	$ -	$ 201,582.00

Indirect As A Percent of Direct 0.0%

Contractor Initials JB
Date 11-5-19

Exhibit B-7 - Amendment #2 Budget
TANF

New Hampshire Department of Health and Human Services

Contractor name: Lamprey Health Care

Budget Request for: TANF

Budget Period: 7/1/2019 - 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 25,216.36	$ -	$ 25,216.36	$ -	$ -	$ -	$ 25,216.36	$ -	$ 25,216.36
2. Employee Benefits	$ 4,502.64	$ -	$ 4,502.64	$ -	$ -	$ -	$ 4,502.64	$ -	$ 4,502.64
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 29,719.00	$ -	$ 29,719.00	$ -	$ -	$ -	$ 29,719.00	$ -	$ 29,719.00

Indirect As A Percent of Direct 0.0%

Contractor Initials
Date 11-5-19

Exhibit B-8 - Amendment #2 Budget
TANF

New Hampshire Department of Health and Human Services

Contractor name: Lamprey Health Care

Budget Request for: TANF

Budget Period: 7/1/2020 - 6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 25,564.76	$ -	$ 25,564.76	$ -	$ -	$ -	$ 25,564.76	$ -	$ 25,564.76
2. Employee Benefits	$ 4,154.24	$ -	$ 4,154.24	$ -	$ -	$ -	$ 4,154.24	$ -	$ 4,154.24
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 29,719.00	$ -	$ 29,719.00	$ -	$ -	$ -	$ 29,719.00	$ -	$ 29,719.00

Indirect As A Percent of Direct 0.0%

Contractor Initials MS
Date 11-5-19

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health & Human Services
Bureau of Population Health and Community Services
Maternal & Child Health Section
Family Planning Program

Family Planning Clinical Services Guidelines, SFY 20

These guidelines detail the minimum required clinical services for Family Planning sub-recipients. The guidelines are designed to outline clinical expectations for the NH Family Planning Program within the NH Department of Health & Human Services (NH DHHS).

Each delegate is expected to use these guidelines as minimum expectations for clinical services; the document does not preclude a sub-recipient from providing a broader scope of services. If a sub-recipient chooses to develop full medical protocols, these guidelines will form the foundation reference. Individual guidelines may be quite acceptable with an evidence base. A sub-recipient may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited. Sub-recipients are expected to provide both contraceptive and preventative health services.

All MDs, APRNs, PAs, nurses, and any other staff member who provides direct care and/or education to clients *must* sign these guidelines. Individual staff signatures indicate their agreement to follow these guidelines.

Approved: _____ Date: _____
Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved: _____ Date: _____
Dr. Amy Paris, MD, MS.
NH Family Planning Medical Consultant

{*Insert Sub-Recipient Name*} agrees to follow these guidelines effective {*Insert Date*}as minimum required clinical services for family planning.

Sub-Recipient Agency Name:

_____

Sub-Recipient Authorizing Signature:

_____

Contractor Initials
Date 11-5-19

Name/Title (Please Type Name/Title)	Signature	Date

Contractor Initials

Date 11-5-19

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**
   The standard package of services includes:
   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services: provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral. *These services must be provided at the client's request.*
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for family planning clients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

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- **Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

  U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

  CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecos.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

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6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history
    For women:
        - Menstrual history
        - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
        - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
        - Allergies
        - Recent delivery, miscarriage, or termination
        - Any relevant infectious or chronic health conditions

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- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
   - Do you want to become a parent?
   - Do you have any children now?
   - Do you want to have (more) children?
   - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
   - Practices: types of sexual activity the client engages in.
   - Pregnancy Prevention: current, past, and future contraception options
   - Partners: number, gender, concurrency of the client's sex partners
   - Protection from STD: condom use, monogamy, and abstinence
   - Past STD history in client & partner (to the extent the client is aware)
   - History of needle use (drugs, steroids, etc.) by client or partner(s)
   - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

   a) Ensure that the client understands:
      - Method effectiveness
      - Correct use of the method
      - Non-contraceptive benefits
      - Side effects
      - Protection from STDs, including HIV

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b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):**

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

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a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):**

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

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pregnancy outcomes and should be optimally managed before pregnancy.
    - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
    a) Discussion of reproductive life plan
    b) Sexual health assessment screening
    c) Other screening services that include:
        - Obtain medical history
        - Screen for tobacco, alcohol, and substance use
        - Screen for immunization status
        - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
        - Screen for obesity by obtaining height, weight, & BMI
        - Screen for hypertension by obtaining BP
        - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
        - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

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1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by the NH Family Planning Program that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

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If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

All sub-recipients must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
    - **CDC MEC and SPR are available as a mobile app:** https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
    - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152,* September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

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- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease. Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

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- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
    - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy. CDC. https://www.cdc.gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH: https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

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Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
    - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52–58
    - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr. 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

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- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

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New Hampshire Family Planning
Information and Education (I&E)
Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to family planning clients. In addition, sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Agency Name

Date

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NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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AGENCY NAME: _____

WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

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Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

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Objective #4: By August 31, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors policy for review and approval within 30 days of Governor and Council Approval.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

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Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. Each objective should be **Specific, Measurable, Achievable, Realistic, and Time-phased** (SMART). Each objective must be related and contribute directly to the accomplishment of a stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. *Note:* Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether the planned activities were effective or not (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

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Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement

Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches Care Management Team Clinical Teams Behavioral Health and LCSW staff SWAP materials and SWAP Self-Management Programs and Tools	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate. 2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data) 3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate. 4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc. 5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops. 6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
	1. Director of Quality will analyze data semi-annually to evaluate performance. 2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff Care Transitions Team Care Management Team EHR Transitions of Care template documentation Access to local Hospital data	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure. 2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission. 3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization 2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.

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Agency Name: **Name of Person Completing Work Plan:**

Program Goal # 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

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Project Objective #2:

INPUT/RESOURCES:	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES:	PLANNED ACTIVITIES

Contractor Initials _____
Date 11-5-19

	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

Contractor Initials _____
Date 11-5-19

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

Contractor Initials _____
Date 11-5-19

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials MS
Date 11-5-19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Program Goal #2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Project Objective #1:

Contractor Initials MN
Date 11-5-19

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials _____
Date 11-5-19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials _____
Date 11-5-19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials _____
Date 11-5-19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials

Date 11-5-19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - Amendment # 2

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials
Date 11-5-19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - B Amendment # 2

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Contractor Initials MS
Date 11-5-19

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Contractor Initials

Date 11-5-19

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of NH Family Planning Program policies, practices and guidelines.

Contractor Initials
Date 11-5-19

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials AH

Date 11-5-19

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

Contractor Initials

Date 11-5-19

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Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 10, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $884,958 from $2,915,402 to $3,800,360 and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	**155327-B001**	**Berlin, NH**	**$157,270**	**$157,270**	**$314,540**	**O: 11/08/2017 Item #21A**
Lamprey Health Care	**177677-R001**	**Nashua, NH**	**$462,602**	**$462,602**	**$925,204**	**O: 11/08/2017 Item #21A**
Manchester Community Health Center	**157274-B001**	**Manchester, NH**	**$265,086**	**$265,086**	**$530,172**	**O: 11/08/2017 Item #21A**
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	$431,864	$0	$0	O: 11/08/2017 Item #21A A01: 08/14/2018
Concord Hospital, Inc. Family Health	177653-B011	Concord, NH	$259,098	$0	$0	O: 11/08/2017 Item #21A A01: 08/14/2018

Center						
Equality Health Center	257562-B001	Concord, NH	$179,800	$0	$0	O: 11/08/2017 Item #21A
Joan G. Lovering Health Center	175132-R001	Greenland, NH	$222,896	$0	$0	O: 11/08/2017 Item #21A
Planned Parenthood of Northern New England	177528-R002	Portland, ME	$548,000	$0	$0	O: 11/08/2017 Item #21A
White Mountain Community Health Center	174170-R001	Conway, NH	$188,786	$0	$0	O: 11/08/2017 Item #21A
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$0	O: 11/08/2017
		Total	**$2,915,402**	**$884,958**	**$3,800,360**	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere

in the State as there is no other system for affordable, comprehensive reproductive health care services.

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings, and confidential teen health services. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

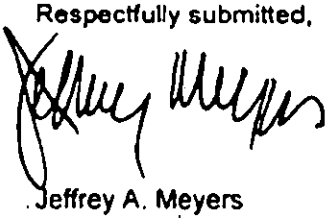
Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

05-95-90-902010-6530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General
Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased / (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$341,236	$0	$341,236

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$193,034	$0	$193,034

Coos County Family Health Center Vendor ID #165327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206		$31,922	$31,922
2020	102-500731	Contracts for Program Services	90080207		$34,352	$34,352
2021	102-500731	Contracts for Program Services	90080206		$31,922	$31,922
2021	102-500731	Contracts for Program Services	90080207		$34,352	$34,352
			Subtotal:	$132,548	$132,548	$265,096

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$156,800	$0	$156,800

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$199,896	$0	$199,896

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206		$97,095	$97,095
2020	102-500731	Contracts for Program Services	90080207		$104,487	$104,487
2021	102-500731	Contracts for Program Services	90080206		$97,095	$97,095
2021	102-500731	Contracts for Program Services	90080207		$104,487	$104,487
			Subtotal:	$403,164	$403,164	$806,328

Manchester Community Health Center Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206		$52,947	$52,947
2020	102-500731	Contracts for Program Services	90080207		$56,978	$56,978
2021	102-500731	Contracts for Program Services	90080206		$52,947	$52,947
2021	102-500731	Contracts for Program Services	90080207		$56,978	$56,978
			Subtotal:	$219,850	$219,850	$439,700

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$166,216	$0	$166,216

Planned Parenthood of Northern New England Vendor ID #177526-R002
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080213		$0	$0
2021	102-500731	Contracts for Program Services	90080213		$0	$0
			Subtotal:	$548,000	$0	$548,000
			AU 5530 TOTALS:	$2,360,744	$755,562	$3,116,306

05-95-45-450010-6148 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES
CFDA# 93.558 FAIN# 1601NHTANF 100% Federal Funds
FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$90,628	$0	$90,628

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$66,064	$0	$66,064

Coos County Family Health Center Vendor ID #165327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203		$12,361	$12,361
2021	502-500891	Payment for Providers	45030203		$12,361	$12,361
			Subtotal:	$24,722	$24,722	$49,444

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$23,000	$0	$23,000

Joan G. Lovering Health Care Vendor ID #176132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$23,000	$0	$23,000

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203		$29,719	$29,719
2021	502-500891	Payment for Providers	45030203		$29,719	$29,719
			Subtotal:	$59,438	$59,438	$118,876

Manchester Community Health Center Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203		$22,618	$22,618
2021	502-500891	Payment for Providers	45030203		$22,618	$22,618
			Subtotal:	$45,236	$45,236	$90,472

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$22,570	$0	$22,570
			AU 6146 TOTAL:	$364,658	$129,398	$494,054
			TOTALS:	$2,715,402	$884,958	$3,600,360

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 207 South Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $925,204.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace

with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/3/19
Date

Name: Lisa Morris
Title: Director

Lamprey Health Care

6/31/19
Date

Name: Francis N. Goodspeed
Title: V.P.

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on May 31, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Katelyn Souphaxhot
Name and Title of Notary or Justice of the Peace

KATELYN SOUPHAXHOT, Notary Public
State of New Hampshire
My Commission Expires: My Commission Expires November 14, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/19
Date

Name: Christopher G. Aslin
Title: Senior Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand six hundred (1,600) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.6.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. **To provide access to a broad range of acceptable and effective family planning methods** and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

   - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):** http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf

   - **With supporting guidelines from:**
     US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

     U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

     CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecos.htm

     CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

     CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

American Society of Colposcopy and Cervical Pathology (ASCCP)

Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

   The standard package of services includes:
   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**

   - Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.

- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use
      - Allergies
      - Recent intercourse

- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:

- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:

- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:

- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. <u>Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):</u>

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

C. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening
   d) Other screening services that include:
      - Obtain medical history
      - Screen for intimate partner violence
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status

- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Provide additional STD testing as indicated
   c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. **For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:**

1. Medical History
2. Cervical Cytology
3. Clinical Breast Examination or discussion
4. Mammography
5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.
  - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore.
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
- American Cancer Society. http://www.cancer.org/.
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling* 1-800-762-2264 or through the Bookstore on the ACOG Web site: http://www.acog.org/Resources_And_Publications.

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.
- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Office of Population Affairs: http://www.hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions http://www.hhs.gov/opa/regional-contacts

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
  - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
  - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

[signature] V.P. Board of Directors — 5/31/19

Agency Name — Date

Lamprey Health Care

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with QFP and Title X requirements with the goal of supporting clients' decisions related to preventing or achieving pregnancy.
2. Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the most current *Quality Family Planning* (QFP). These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

AGENCY NAME: _____

WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Contractor Initials _____

Date 5/31/19

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: By August 31st, of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. **SFY 20 Agency Target:** **SFY 21 Agency Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTIVITIES	SFY 21 Outcome: _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

Contractor Initials _____

Date 5/21/19

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. **State Minimum Target: 70%** **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY):

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.**
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** ____ Numerator: ____ Denominator: ____	
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b. ___ clients < 100% FPL will be served
1c. ___ clients < 250% FPL will be served
1d. ___ clients < 20 years of age will be served
1e. ___ clients on Medicaid at their last visit will be served
1f. ___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g. _____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

- **Denominator:** The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) ata Elements: Effective July 1, 2017	**Additional Data Elements Proposed for FPAR 2.0:**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval: · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020-June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services.
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

   5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

NH DIVISION OF
Public Health Services

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed $2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	**$2,915,402**

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is retroactive because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217 FAIN# FPHPA016248 69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			Subtotal:	*$341,236*

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517
			Subtotal:	*$193,034*

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274
			Subtotal:	*$132,548*

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400
			Subtotal:	*$156,800*

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948
			Subtotal:	*$199,896*

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582
			Subtotal:	*$403,164*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925
			Subtotal:	*$219,850*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382
			Subtotal:	*$154,764*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108
			Subtotal:	*$166,216*

Planned Parenthood of Northern New England **Vendor ID #177528-R002**
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000
			Subtotal:	*$548,000*

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314
			Subtotal:	*$90,628*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032
			Subtotal:	*$66,064*

Coos County Family Health Center — **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361
			Subtotal:	*$24,722*

Equality Health Center — **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Joan G. Lovering Health Care — **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Lamprey Health Care — **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719
			Subtotal:	*$59,438*

Manchester Community Health Center — **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

Mascoma Community Health Center — **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

White Mountain Community Health Center — **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	**$2,915,402**

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control,DPHS
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center	Pass	0	0
3. Coos Co. Family Health	Pass	0	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are retroactive (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	$431,864
Concord Hospital Family Health Center	$259,098
Coos County Family Health	$157,270
Equality Health Center	$179,800
Joan G. Lovering Health Center	$222,896
Lamprey Health Care	$462,602
Manchester Community Health Center	$265,086
Mascoma Community Health Care	$200,000
Planned Parenthood of Northern New England	$548,000
White Mountain Community Health Center	$188,786
Total	$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed $2,915,402.00, nine (9) to be effective retroactive to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh
DoIT #2018-001

FORM NUMBER P-37 (version 5/8/15)

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-06)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lamprey Health Care		1.4 Contractor Address 207 South Main Street Newmarket, NH 03857	
1.5 Contractor Phone Number 603-659-2494	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation $462,602
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Audrey Ashton-Savage		1.12 Name and Title of Contractor Signatory Audrey Ashton-Savage, President	

1.13 Acknowledgement: State of NH . County of Rockingham

On Oct. 11, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Michelle L Gaudet

MICHELLE L. GAUDET, Notary Public
My Commission Expires August 2, 2022

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Michelle Gaudet, Notary

1.14 State Agency Signature Date: 10/27/17	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR OPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 10/30/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

ATS
10/11/17

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials AAS
Date 10/11/19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials AAS
Date 10/11/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials AAS
Date 10/11/17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand six hundred (1,600) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council. approval and annually by July 1st. Any staff subsequently added to Tille X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials AAS

Date 10/11/17

Exhibit B-1 - Budget

Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lamprey Health Care, Inc.

Budget Request for: Family Planning
(Name of RFP)

Budget Period: 7/1/17 - 6/30/18

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1. Total Salary/Wages	$ 379,195.77	$ -	$ 379,195.77	$ 227,179.77	$ -	$ 227,179.77	$ 152,016.00	$ -	$ 152,016.00
2. Employee Benefits	$ 73,479.85	$ -	$ 73,479.85	$ 43,913.85	$ -	$ 43,913.85	$ 29,566.00	$ -	$ 29,566.00
3. Consultants	$ 15,377.21	$ -	$ 15,377.21	$ 15,377.21	$ -	$ 15,377.21	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,087.84	$ -	$ 1,087.84	$ 1,087.84	$ -	$ 1,087.84	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 33,875.93	$ -	$ 33,875.93	$ 13,875.93	$ -	$ 13,875.93	$ 20,000.00	$ -	$ 20,000.00
Office	$ 171.18	$ -	$ 171.18	$ 171.18	$ -	$ 171.18	$ -	$ -	$ -
6. Travel	$ 1,848.93	$ -	$ 1,848.93	$ 1,848.93	$ -	$ 1,848.93	$ -	$ -	$ -
7. Occupancy	$ 22,130.56	$ -	$ 22,130.56	$ 22,130.56	$ -	$ 22,130.56	$ -	$ -	$ -
8. Current Expenses	$ 1,301.62	$ -	$ 1,301.62	$ 1,301.62	$ -	$ 1,301.62	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HRUT Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Admin/Finance Mandatory Allocation	$ 2,800.07	$ -	$ 2,800.07	$ 2,800.07	$ -	$ 2,800.07	$ -	$ -	$ -
	$ 29,870.88	$ -	$ 29,870.88	$ 29,870.88	$ -	$ 29,870.88	$ -	$ -	$ -
TOTAL	$ 560,725.84	$ -	$ 560,725.84	$ 338,157.84	$ -	$ 338,157.84	$ 201,582.00	$ -	$ 201,582.00

Exhibit B-1 Budget

Initials AMS
Date 10/11/17

Exhibit B-2 - Budget
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lamprey Health Care

Budget Request for: TANF
(Name of RFP)

Budget Period: 7/1/17 - 6/30/18

1. Total Salary/Wages	$ 24,124.83	$ -	$ 24,124.83	$ -	$ -	$ -	$ 24,124.83	$ -	$ 24,124.83
2. Employee Benefits	$ 3,594.17	$ -	$ 3,594.17	$ -	$ -	$ -	$ 3,594.17	$ -	$ 3,594.17
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 28,719.00	$ -	$ 28,719.00	$ -	$ -	$ -	$ 28,719.00	$ -	$ 28,719.00

Initials ARS
Date 10/11/17

Exhibit B-3 - Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lamprey Health Care

Budget Request for: Family Planning
(Name of RFP)

Budget Period: 7/1/18 - 6/30/19

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1. Total Salary/Wages	$ 379,195.77	$ -	$ 379,195.77	$ 227,179.77	$ -	$ 227,179.77	$ 152,016.00	$ -	$ 152,016.00
2. Employee Benefits	$ 73,479.85	$ -	$ 73,479.85	$ 43,913.85	$ -	$ 43,913.85	$ 29,566.00	$ -	$ 29,566.00
3. Consultants	$ 15,377.21	$ -	$ 15,377.21	$ 15,377.21	$ -	$ 15,377.21	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,087.84	$ -	$ 1,087.84	$ 1,087.84	$ -	$ 1,087.84	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 33,675.93	$ -	$ 33,675.93	$ 13,675.93	$ -	$ 13,675.93	$ 20,000.00	$ -	$ 20,000.00
Office	$ 171.18	$ -	$ 171.18	$ 171.18	$ -	$ 171.18	$ -	$ -	$ -
6. Travel	$ 1,648.93	$ -	$ 1,648.93	$ 1,648.93	$ -	$ 1,648.93	$ -	$ -	$ -
7. Occupancy	$ 22,130.56	$ -	$ 22,130.56	$ 22,130.56	$ -	$ 22,130.56	$ -	$ -	$ -
8. Current Expenses	$ 1,301.82	$ -	$ 1,301.82	$ 1,301.82	$ -	$ 1,301.82	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Finance/Admin Nonsalar Allocation	$ 2,800.07	$ -	$ 2,800.07	$ 2,800.07	$ -	$ 2,800.07	$ -	$ -	$ -
HRMT Allocation	$ 29,870.88	$ -	$ 29,870.88	$ 29,870.88	$ -	$ 29,870.88	$ -	$ -	$ -
TOTAL	$ 500,728.84	[illegible]	$ 500,728.84	$ 359,157.84	$ -	$ 359,157.84	$ 201,582.00	$ -	$ 201,582.00

Initials AAS
Date 10/11/17

Exhibit B-4 - Budget
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lamprey Health Care

Budget Request for: TANF
(Name of RFP)

Budget Period: 7/1/18 - 6/30/19

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1. Total Salary/Wages	$ 24,194.12	$ -	$ 24,194.12	$ -	$ -	$ -	$ 24,194.12	$ -	$ 24,194.12
2. Employee Benefits	$ 3,324.88	$ -	$ 3,324.88	$ -	$ -	$ -	$ 3,324.88	$ -	$ 3,324.88
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 28,718.00	$ -	$ 28,718.00	$ -	$ -	$ -	$ 28,718.00	$ -	$ 28,718.00

Initials AMS
Date 10/11/17

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000).

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

Contractor Initials AAS
Date 10/11/17

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Lamprey Health Care, Inc.
The State	Name of the Contractor
Lisa Morris	Audrey Ashton-Savage
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Audrey Ashton-Savage
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President
Title of Authorized Representative	Title of Authorized Representative
10/27/17	10/11/17
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 04-025-4401

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance [illegible]y requirements that at a minimum match those for the vendor, including breach notificati[illegible]ents.

3. The vendor will work with the Department to sign and comply with all ap[illegible]tate of New Hampshire and Department system access and authorization policies and procedures, sy[illegible]cess forms, and computer use agreements as part of obtaining and maintaining access to any Departm[illegible]em(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors pri[illegible]stem access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Family Planning Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Planned Parenthood of Northern New England ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), as amended on June 26, 2019, (Late Item A), as amended on December 18, 2019, (Item # 16), and as amended on August 5, 2020 (Item #22), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 4, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2021

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,520,907

3. Modify Form P-37, General Provisions, to add Paragraph 25, Requirements for Family Planning Projects, as follows:

   25. The Contractor shall comply with all of the following provisions:

   25.1 No state funds shall be used to subsidize abortions, either directly or indirectly. The family planning project will permit the Commissioner of the Department of Health and Human Services, or his or her designated agent or delegate, to inspect the financial records of the family planning project to monitor compliance with this requirement.

   25.2 At the end of each fiscal year, the Commissioner shall certify, in writing, to the Governor and Council that he or she personally, or through a designated agent or delegate, has reviewed the expenditure of funds awarded to a family planning project and that no state funds awarded by the Department have been used to provide abortion services.

   25.3 If the Commissioner fails to make such certification or if the Governor and Executive Council, based on evidence presented by the Commissioner in his or her certification, find that state funds awarded by the Department have been used to provide abortion services, the grant recipient shall either: (a) be found to be in breach of the terms of such contract, grant or award of funds and forfeit all right to receive further funding; or (b) suspend all operations until such time as the state funded family project is physically and financially separate from any reproductive health facility, as defined in RSA 132:37.

4. Modify Exhibit A, Scope of Services, Amendment #2 by replacing in its entirety with Exhibit A

Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 1, #1 to read:

   1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #4, Scope of Services

6. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 through Exhibit B-8, Budget Amendment #4.

7. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.5 to read:

   4.5 Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #4, Scope of Services.

8. Add Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 8 to read:

   8. The Contractor shall allow the Department to conduct financial audits on an annual basis, or upon request by the Department, to ensure compliance with the funding requirements of this Agreement. The Contractor shall make available documentation and staff as necessary to conduct such audits, including but not limited to policy and procedure manuals, financial records and reports, and discussions with management and finance staff.

9. Add Exhibit B-5, Amendment #4 Budget Family Planning Funds, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

10. Add Exhibit B-6, Amendment #4 Budget TANF Funds, State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.

11. Modify Attachment A, Amendment #2, Family Planning Clinical Services Guidelines in its entirety and replace it with Attachment A, Amendment #4, NH Family Planning Performance Measure Definitions, which is attached hereto and incorporated by reference herein.

12. Modify Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement in its entirety and replace it with Attachment B, Amendment #4, NH Family Planning Program Reporting Calendar SFY 22, which is attached hereto and incorporated by reference herein.

13. Modify Attachment C, Amendment #2, NH Family Planning Workplan in its entirety and replace ir with Attachment C, Amendment #4, Fee Policy, which is attached hereto and incorporated by reference herein.

14. Modify Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions in its entirety and replace it with Attachment D, Amendment #4, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement, which is attached hereto and incorporated by reference herein.

15. Modify Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace it with Attachment E, Amendment #4, Work Plan, which is attached hereto and incorporated by reference herein.

16. Delete Exhibit F, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.

All terms and conditions of the Contract and prior amendments not modified by this Amendment #4 remain in full force and effect. This Amendment shall be retroactively effective to July 1, 2021, 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

8/30/2021

Date

DocuSigned by:
Patricia M. Tilley
846FB38F5BFD4C8...

Name: Patricia M. Tilley
Title: Director

Planned Parenthood of Northern New England

8/30/2021

Date

DocuSigned by:
Yvonne Lockerby
C5D357FCA8F14BF...

Name: Yvonne Lockerby
Title: VP Of Centralized Operations

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/30/2021

DocuSigned by:
D5CA9202E32C4AE...

Date

Name: Catherine Pinos
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to comprehensive reproductive health services and preventive health screenings.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide reproductive and sexual health clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income individuals (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered

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under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of 9,160 users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor shall not utilize any funds provided under this Agreement for abortion services.

4.6. The Contractor shall make reasonable efforts to collect charges based upon a sliding fee scale from clients, in accordance with Attachment C Fee Policy without jeopardizing client confidentiality.

4.7. **Clinical Services – Requirements:**

4.7.1. The Contractor shall provide reproductive and sexual health clinical services in compliance with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.7.2. The Contractor shall comply with their own established internal protocols, policies, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.7.3. The Contractor shall ensure all MDs, APRNs, PAs, nurses and/or any staff providing direct care and/or education to clients read and sign the New Hampshire Family Planning Clinical Services Guidelines, within thirty (30) days of Governor and Executive Council approva.

4.7.4. The Contractor shall submit the New Hampshire Family Planning Clinical Services Guidelines signed signature page to the Department for review and signature no later than thirty (30) days after the Contract Effective Date.

4.7.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.7.6. The Contractor shall have at least one (1) clinical provider at each clinic site proficient in the insertion and removal of Long Acting Reversible Contraception (LARC). The Contractor shall provide documented proof of proficiency to the Department on by January 28, 2022..

4.8. **STD and HIV Counseling and Testing – Requirements:**

4.8.1. The Contractor providing STD and HIV counseling and testing shall comply

with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.8.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.8.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.9. **Health Education Materials:**

4.9.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release Attachment D, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. . Examples of material topics include:

4.9.1.1. Sexually Transmitted Diseases (STD)

4.9.1.2. Contraceptive methods, pre-conception care

4.9.1.3. Achieving pregnancy/infertility

4.9.1.4. Adolescent reproductive health

4.9.1.5. Sexual violence

4.9.1.6. Abstinence

4.9.1.7. Pap tests/cancer screenings

4.9.1.8. Substance use disorder

4.9.1.9. Mental health.

4.9.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.9.3. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.10. **Sterilization Services:**

4.10.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.11. **Confidentiality:**

4.11.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary,

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statistical or other form that does not identify the individual in accordance with State and Federal laws.

4.11.2. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients, in accordance with Attachment D, Amendment #4, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, (See Attachment E) for a 6-month period of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan 6-month outcomes and review/revise the work plan and submit by January 28, 2022 to the Department for approval

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses, training logs, and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department, by formal letter via email to Haley.L.Johnston@dhhs.nh.gov of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month (30 days) of hired.

6.3. The Contractor shall notify the Department, in writing via letter, when:

6.3.1. Any critical position is vacant for more than one month (30 days).

6.3.2. There is not adequate staffing to perform all required services for more than one month (30 days).

7. Performance Measures

7.1. The Contractor shall set family planning (FP) performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment A).

8. Reporting Requirements

8.1. The Contractor shall submit the current required data elements electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment A) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on January 28, 2022 or as instructed by the Department.

8.3. The Contractor shall provide records of employee salaries and wages that accurately reflect all work performed. Such records shall include, but are not limited to:

8.3.1. All activity(s) for which each employee is compensated; and

8.3.2. The total amount of time spent on each activity performed for federally assisted and all other activities.

9. Deliverables

9.1. The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment B).

Exhibit B-5, Amendment #4 Budget Family Planning Funds, State Fiscal Year 2022

New Hampshire Department of Health and Human Services

Contractor Name: Planned Parenthood of Northern New England

Budget Request for: Family Planning
Project Title

Budget Period: July 1, 2021 - December 31, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 1,266,070.29	$ 96,023.91	$ 1,362,094.20	$ 1,187,731.00	$ 96,023.91	$ 1,283,754.91	$ 78,339.29	$ -	$ 78,339.29
2. Employee Benefits	$ 356,472.22	$ 27,036.30	$ 383,508.52	$ 334,415.17	$ 27,036.30	$ 361,451.46	$ 22,057.05	$ -	$ 22,057.05
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -
4. Equipment:	$ -	$ -	$ -			$ -		$ -	$ -
Rental	$ 2,120.11	$ 626.61	$ 2,746.71	$ 2,062.30	$ 626.61	$ 2,688.90	$ 57.81	$ -	$ 57.81
Repair and Maintenance	$ 3,243.75	$ 958.71	$ 4,202.45	$ 3,043.04	$ 958.71	$ 4,001.74	$ 200.71	$ -	$ 200.71
Purchase/Depreciation	$ 934.32	$ 276.14	$ 1,210.46	$ 803.13	$ 276.14	$ 1,079.28	$ 131.18	$ -	$ 131.18
5. Supplies:	$ -	$ -	$ -			$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -
Lab	$ 14,496.84	$ 4,284.61	$ 18,781.45	$ 13,599.83	$ 4,284.61	$ 17,884.45	$ 897.01	$ -	$ 897.01
Pharmacy	$ 309,506.79	$ 91,476.26	$ 400,983.05	$ 290,355.77	$ 91,476.26	$ 381,832.02	$ 19,151.02	$ -	$ 19,151.02
Medical	$ 87,076.09	$ 25,735.77	$ 112,811.86	$ 81,688.17	$ 25,735.77	$ 107,423.94	$ 5,387.91	$ -	$ 5,387.91
Office	$ 14,742.12	$ 4,357.11	$ 19,099.22	$ 13,829.94	$ 4,357.11	$ 18,187.04	$ 912.18	$ -	$ 912.18
6. Travel	$ 25,158.69	$ 7,435.78	$ 32,594.47	$ 23,601.98	$ 7,435.78	$ 31,037.75	$ 1,556.72	$ -	$ 1,556.72
7. Occupancy	$ 209,750.69	$ 61,992.85	$ 271,743.54	$ 196,772.17	$ 61,992.85	$ 258,765.02	$ 12,978.52	$ -	$ 12,978.52
8. Current Expenses	$ -	$ -	$ -			$ -		$ -	$ -
Telephone	$ 9,147.89	$ 2,703.71	$ 11,851.60	$ 8,581.86	$ 2,703.71	$ 11,285.56	$ 566.03	$ -	$ 566.03
Postage	$ 12,893.44	$ 3,810.72	$ 16,704.16	$ 12,095.65	$ 3,810.72	$ 15,906.37	$ 797.79	$ -	$ 797.79
Subscriptions	$ 8,669.12	$ 2,562.20	$ 11,231.33	$ 8,132.71	$ 2,562.20	$ 10,694.92	$ 536.41	$ -	$ 536.41
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -
Insurance	$ 16,852.53	$ 4,980.85	$ 21,833.38	$ 15,809.76	$ 4,980.85	$ 20,790.61	$ 1,042.77	$ -	$ 1,042.77
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -
9. Software	$ -	$ -	$ -			$ -		$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 2,144.12	$ 633.70	$ 2,777.82	$ 2,011.45	$ 633.70	$ 2,645.15	$ 132.67	$ -	$ 132.67
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -			$ -		$ -	$ -
Outside Printing	$ 5,664.57	$ 1,674.19	$ 7,338.76	$ 5,314.07	$ 1,674.19	$ 6,988.26	$ 350.50	$ -	$ 350.50
Bank fees/Miscellaneous	$ 15,473.35	$ 4,573.23	$ 20,046.58	$ 14,515.93	$ 4,573.23	$ 19,089.15	$ 957.43	$ -	$ 957.43
Professional Services	$ 54,673.72	$ 16,159.09	$ 70,832.81	$ 51,290.74	$ 16,159.09	$ 67,449.82	$ 3,382.99	$ -	$ 3,382.99
TOTAL	$ 2,415,090.65	$ 357,301.71	$ 2,772,392.37	$ 2,265,654.65	$ 357,301.71	$ 2,622,956.37	$ 149,436.00	$ -	$ 149,436.00
Indirect As A Percent of Direct		14.8%							

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Contractor Initials_____
Date 8/30/2021

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New Hampshire Department of Health and Human Services

Contractor Name: Planned Parenthood of Northern New England

Budget Request for: Temporary Assistance for Needy Families
Project Title

Budget Period: July 1, 2021 - December 31, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 59,209.80	$ 8,750.77	$ 67,960.57	$ 1,498.51	$ 8,750.77	$ 10,249.29	$ 57,711.29	$ -	$ 57,711.29
2. Employee Benefits	$ 16,670.99	$ 2,463.85	$ 19,134.84	$ 421.92	$ 2,463.85	$ 2,885.77	$ 16,249.07	$ -	$ 16,249.07
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -
4. Equipment:	$ -	$ -	$ -			$ -		$ -	$ -
Rental	$ 14.10	$ 2.08	$ 16.18	$ 14.10	$ 2.08	$ 16.18	$ -	$ -	$ -
Repair and Maintenance	$ 5.64	$ 0.83	$ 6.47	$ 5.64	$ 0.83	$ 6.47	$ -	$ -	$ -
Purchase/Depreciation	$ 120.00	$ 17.74	$ 137.74	$ 120.00	$ 17.74	$ 137.74	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -			$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 450.00	$ 66.51	$ 516.51	$ 11.39	$ 66.51	$ 77.90	$ 438.61	$ -	$ 438.61
6. Travel	$ 1,250.04	$ 184.75	$ 1,434.79	$ 31.64	$ 184.75	$ 216.38	$ 1,218.40	$ -	$ 1,218.40
7. Occupancy	$ 1,010.63	$ 149.36	$ 1,159.99	$ 1,010.63	$ 149.36	$ 1,159.99	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -			$ -		$ -	$ -
Telephone	$ 546.00	$ 80.69	$ 626.69	$ 13.82	$ 80.69	$ 94.51	$ 532.18	$ -	$ 532.18
Postage	$ 100.02	$ 14.78	$ 114.80	$ 2.53	$ 14.78	$ 17.31	$ 97.49	$ -	$ 97.49
Subscriptions	$ 1,999.98	$ 295.58	$ 2,295.56	$ 1,999.98	$ 295.58	$ 2,295.56	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -
9. Software	$ -	$ -	$ -			$ -		$ -	$ -
10. Marketing/Communications	$ 9,500.28	$ 1,404.07	$ 10,904.35	$ 240.44	$ 1,404.07	$ 1,644.51	$ 9,259.84	$ -	$ 9,259.84
11. Staff Education and Training	$ 1,000.02	$ 147.80	$ 1,147.82	$ 25.31	$ 147.80	$ 173.10	$ 974.71	$ -	$ 974.71
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -			$ -		$ -	$ -
Outside Printing	$ 2,600.04	$ 384.27	$ 2,984.31	$ 65.80	$ 384.27	$ 450.07	$ 2,534.24	$ -	$ 2,534.24
Bank fees/Miscellaneous	$ 12.48	$ 1.84	$ 14.32	$ 0.32	$ 1.84	$ 2.16	$ 12.16	$ -	$ 12.16
Professional Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 94,490.02	$ 13,964.93	$ 108,454.95	$ 5,462.02	$ 13,964.93	$ 19,426.95	$ 89,028.00	$ -	$ 89,028.00

Indirect As A Percent of Direct 14.8%

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Contractor Initials

Date 8/30/2021

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY XX Outcome
1a. _____ clients served
1b. _____ clients <100% FPL
1c. _____ clients <250% FPL
1d. _____ clients <20years of age
1e. _____ clients on Medicaid
1f. _____ male clients
1g._____ women <25 years of age positive for chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of family planning clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of family planning clients under 250% FPL.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of family planning clients under 20 years of age.

Goal: To increase access to reproductive services to adolescents.

Definition: **Numerator:** Total number of clients under 20 years of age served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of family planning clients that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services to Medicaid clients.

Definition: **Numerator:** Number of clients that used Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of family planning male clients.

Goal: To increase access to reproductive services to males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 years old screened for chlamydia that tested positive.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of women <25 years old that tested positive for chlamydia.

Denominator: The total number of women <25 years old screened for chlamydia.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who received preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

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Contractor Initials_____

Date 8/30/2021

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < 25 years old screened for chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25 years old.

Denominator: Total number of female clients < 25 years old.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.

Goal: To improve utilization of most and moderately effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) (implants or intrauterine devices systems (IUD/IUS)) method.

Goal: To improve utilization of LARC methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods, including abstinence, to prevent unintended pregnancy, STDs and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure requires for meetings (in-person and/or virtual) with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. *All sites are required to make one contact annually with the local DCYF office.* **Please be very specific in describing the outcomes of the linkages you were able to establish.**

SAMPLE:

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure requires the family planning delegate to submit an annual training report for clinical & non-clinical staff that participate in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

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NH Family Planning Reporting Calendar SFY 22 (6-Month Period)

Due within *30 days* of G&C approval: • SFY 22 Clinical Guidelines Signatures • SFY 22 – 6-MONTH FP Work Plan	
SFY 22 (July 1, 2021-December 31, 2021)	
Due Date:	**Reporting Requirement:**
October 8, 2021	Public Health Sterilization Records (July-September)
January 28, 2022	• Patient Satisfaction Surveys • Outreach and Education Report • Staff Training Report • Work Plan Update • Performance Outcome Report • Data Trend Tables (DTT) • I&E Material List with Advisory Board Approval Dates • Public Health Sterilization Records (October-December) **ALL REPORTING IS FOR A 6-MONTH TIME PERIOD.**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT FEE POLICY

Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: [July 1, 2021] Next Review Date: [June 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with financial operation requirements under the NH FPP Project. The following are covered under this policy:

- Fee Policy
- Definition of a Family Planning Visit
- Core Family Planning Services

I. Fee Policy

Federal Poverty Level, Third Party Billing, and Income Verification

Client income and eligibility for a discount should be assessed, documented in the client record, and re-evaluated at least annually. Documentation of income may include a copy of a pay stub or some other form of documentation of family income; however clients who cannot present documentation of income must not be denied services and are allowed to self-report income. Sub-recipients who have lawful access to other valid means of income verification because of the client's participation in another program may use those data, rather than re-verify income or rely solely on the client's self-report. Whenever possible, there should be separate charts for client records and medical records.

Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although the agency must bill all third parties legally obligated to pay for the services. Bills to third parties must not be discounted.

Clients who are responsible for paying any fees for services must receive a bill directly at the time services are received. Bills to clients must show total charges minus any allowable discounts. Fees charged to clients must reflect true costs to a sub-recipient agency.

Agencies must offer a broad range of acceptable and effective medically approved family planning methods and services either on-site or by referral. For the purposes of considering payment for contraceptive services only, where a client has health insurance coverage through an employer that does not provide the contraceptive services sought by the client because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider the client's insurance coverage status as a good reason why they are unable to pay for contraceptive services.

NH FAMILY PLANNING PROGRAM

Discount Schedules/Reasonable Cost

A discount schedule (schedule of discounts or sliding fee scale) must be developed and implemented with sufficient proportional increments so that inability to pay is never a barrier to receiving services. The discount schedule must be based on family size, family income, and other specified economic considerations and is required for individuals with family incomes between 101% and 250% of the FPL. For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services.

The schedule of discounts should include charges for a new patient, an established patient, counseling and education, supplies, and laboratory costs. The schedule of discounts must be updated annually and be in accordance with the current Federal Poverty Guidelines (FPG). Sub-recipient agencies may choose to apply alternative funds to the cost of services in order to provide more generous discounts than what is required under the NH FPP project.

On an annual basis, sub-recipient agencies must submit to the NH FPP a copy of their most current discount schedule that reflects the most recently published FPG.

Third Party Payments

Sub-recipient agencies are required to bill all possible third party payers, including public and private sources, without the application of any discounts, to ensure that NH FPP funds will be used only on patients without any other sources of payments. NH FPP funds will be used only as the payer of last resort. *Sub-recipient agencies should have written agreements with NH Medicaid Plans, as appropriate.*

Family income of insured clients must be assessed before determining whether copayments or additional fees are charged. Clients whose family income is at or below 250% of the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied.

Fee Waiver

Fees may be waived for individuals with family incomes above 100% of the FPL who, as determined by the site director, are unable, for good reasons, to pay for family planning services provided through the NH FPP project. *Clients must not be denied services or be subjected to any variation in quality of services because of the inability to pay.*

Voluntary Donations

Voluntary donations from clients are permissible; however, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. If a sub-recipient agency chooses to ask for donations, then donations must be requested from *all* clients, including clients using public or private insurance. In such a case, it may be helpful to display signs at check-out or have a financial counseling script available for project staff who will be tasked with collecting donations. *Donations from clients do not waive the billing/charging requirements set out above (i.e., if a client is unable to pay the fees for family*

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planning services received, any donations collected should go towards the cost of those services received.

Confidential Collections

Sub-recipient agencies must inform clients about the existence of the discount schedule and the fact that services will not be denied due to inability to pay. Sub-recipient agencies must make reasonable efforts to collect bills, but they must in no way jeopardize client confidentiality in the process. Sub-recipient agencies must obtain a client's permission before sending bills or making phone calls to the client's home and/or place of employment.

Sub-recipient Fee Policy Documentation Requirements

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipient agencies to ensure compliance with the NH FPP project as it relates to the Fee Policy detailed above.

Sub-recipient agencies must have written documentation (policies and procedures) of the following processes, which must be consistent and demonstrated throughout sub-recipient service sites (e.g., in client records, clinic operations):

- A process that will be used for determining and documenting the client's eligibility for discounted services.
- A process for ensuring that client income verification procedure(s) will not present a barrier to receipt of services.
- A process for updating poverty guidelines and discount schedules.
- A process for annual assessment of client income and discounts.
- A process for informing clients about the availability of the discount schedule.
- A process used for determining the cost of services (e.g., using data on locally prevailing rates and actual clinic costs to develop and update the schedule of fees; frequency for updating the costs of services).
- A process for assuring that financial records indicate client income is assessed and that charges are applied appropriately to recover the cost of services.
- A process for how donations are requested and/or accepted.
- Documentation that demonstrates clients are not pressured to make donations and that donations are not a prerequisite to the provision of services or supplies (e.g., scripts).
- A process for obtaining and/or updating contracts with private and public insurers.
- A process used to assess family income before determining whether copayments or additional fees are charged.
- A process for ensuring that financial records indicate that clients with family incomes between 101%-250% of the FPL do not pay more in copayments or additional fees than they would otherwise pay when the discount schedule is applied.
- Process for identifying third party payers the sub-recipient will bill to collect reimbursements for cost of providing services.
- A description of safeguards that protect client confidentiality

II. Definition of A Family Planning Visit

A family planning client is an individual who has at least one family planning encounter during the reporting period (i.e., visits with a medical or other health care provider in which family planning services were provided). The NH FPP considers individuals ages 11 through 64 years to be potentially eligible for family planning services. However, visit definitions are needed to determine who is a family planning client.

Family Planning Visit: a documented contact (either face-to-face in a family planning program service site or virtual using telehealth technology) between an individual and a family planning provider of which the primary purpose is to provide family planning and related health services to clients who want to avoid unintended pregnancies or achieve intended pregnancies services.

A virtual family planning encounter uses telecommunications and information technology to provide access to family planning and related preventive health services, including assessment, diagnosis, intervention, consultation, education and counseling, and supervision, at a distance. Telehealth technologies include telephone, facsimile machines, electronic mail systems, videoconferencing, store-and-forward imaging, streaming media, remote monitoring devices, and terrestrial and wireless communications.

Types of Family Planning Visits

1. **Family Planning Encounter With A Clinical Service Provider:** a documented, face-to-face or virtual encounter between a family planning client and a Clinical Services Provider (e.g., physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are appropriately trained in family planning) in which the client is provided (in association with the proposed or adopted method of contraception or treatment for infertility) one or more of the following medical services related to family planning:

   * Pap Smear
   * Pelvic Examination
   * Rectal Examination
   * Testicular Examination
   * Hemoglobin or Hematocrit
   * Blood Pressure Reading
   * HIV/STI Testing
   * Sterilization
   * Infertility Treatment
   * Preconception Counseling

2. **Family Planning Encounter With An Other Health Care Provider** a documented, face-to-face or virtual encounter between a family planning client and an Other Services Provider (e.g., registered nurses, public health nurses, licensed vocational or licensed practical nurses [LPNs], certified nurse assistants, health educators, social workers, or clinic aides) in which family planning education or counseling services are provided in relation to contraception (proposed or adopted method), infertility or sterilization. The counseling should include a thorough discussion of the following:

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- Reproductive anatomy and physiology
- Infertility, as appropriate
- HIV/STI's
- The variety of family planning methods available, including abstinence and fertility-awareness based methods
- The uses, health risks, and benefits associated with each family planning method
- The need to return for evaluation on a regular basis and as problems are identified
- Pregnancy options counseling

Education and/or counseling related to contraception, infertility or sterilization, which may occur in a group setting on an individual basis, must be face-to-face or virtual contact and documented in the client's medical record in order to be counted as a family planning client.

Laboratory tests, in and of themselves, do not constitute visits of any type. If laboratory testing is performed and there is no other face-to-face or virtual contact between a provider and a client, then the visit cannot be counted. However, if the tests are accompanied by other medical services involving family planning related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility or sterilization, an individual will have had a medical or any other health care provider visit by virtue of such medical services or counseling and/or education and is considered a family planning medical visit.

Pap smears and pelvic examinations in and of themselves constitute a medical visit but not a family planning medical visit. However, if a pap smear and pelvic examination are accompanied by other medical services involving family planning (related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization) **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization, an individual is considered to have had a family planning medical visit.

Once an individual has been determined to be a family planning client, there are a number of required services that must be provided to that client. See the NH FPP *Family Planning Clinical Services Guidelines* for detailed information on the minimum required clinical services for Family Planning sub-recipient agencies.

Examples of Clients Who Are Family Planning Clients

- An adolescent male who comes in for contraceptive methods education and counseling with his adolescent girlfriend can be counted as a family planning client as long as the client is encouraged to receive other documented NH FPP required services for males in the future (e.g., sexual history, partner history, and HIV/STI education, testicular self-

exam (TSE) education, etc.). Minors must be counseled on how to resist sexual coercion; and be encouraged to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. As with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each patient's needs are, and are indicated in the notes within the client's medical chart.

- An adult male under 65 years old coming in for a comprehensive preventive health visit can be counted as a family planning client if the client receives contraceptive method education and/or counseling (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, HIV/STI education, testicular exam, etc.).

- An adult male under 65 years old coming in for an HIV/STI visit can be counted as a family planning client if the client receives contraceptive method counseling and/or education (i.e., condoms) and receives other documented NH FPP required services for males (e.g., sexual history, partner history, and HIV/STI education, etc.). Required testicular exam screening may not occur during the HIV/STI visit, but should be performed if the client comes back for other health care services in the future. The message that condoms can prevent both unintended pregnancy and HIV/STIs must be included as part of the counseling and/or education provided to the client.

- A male who relies on their partner's method for contraception can be counted as a family planning client if the client receives contraception and preconception counseling, and education on the partner's contraceptive method.

- Sterilized individuals can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such individuals have selected a method of birth control (sterilization). All sub-recipients offering sterilization must obtain informed consent at least 30 days, but no more than 180 days, before the date of sterilization.

- Individuals who are abstinent can be counted as family planning clients as long as they are under 65 years old and receive other NH FPP required services, since such clients have selected a method of contraception (abstinence).

- A female under 65 years old can be counted as a family planning client if they receive contraception education or counseling and other documented NH FPP required services for females as appropriate (e.g., sexual history, partner history, HIV/STI education, etc.).

- Pregnant individuals or those who are seen for their late stage pregnancy or post-partum visit can be counted as a family planning client if the client receives contraception

education and counseling and/or HIV/STI testing as part of their care.

- Individuals who have a positive pregnancy test result can be counted as a family planning client as long as they receive pregnancy diagnosis and counseling services. Pregnant individuals may be provided with information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination.
- Individuals with a negative pregnancy test can be counted as a family planning client if the client receives contraception education and counseling. In addition, the cause of delayed menses should be investigated.

Examples of Visits That Are Not Considered Family Planning Encounters

- An individual who receives anonymous HIV counseling, testing, and referral services cannot be counted as a family planning client since the visit cannot be documented and the client does not have a medical record.
- An individual whose reasons for visit does not indicate the need for services related to preventing or achieving pregnancy.

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III. Core (Minimum) Family Planning Services

The following services must be charged for on a sliding fee scale, which includes a zero pay category for clients with incomes at or below 100% of the FPL, and a discount schedule for clients with family incomes between 101% and 250% of the FPL.

1. Client education must provide all clients with the information needed to: make informed decisions about family planning, use specific methods of contraception and identify adverse effects, perform a breast examination or testicular self-examination (TSE), reduce the risk of HIV/STI transmission, understand the range of available services and the purpose and sequence of clinic procedures, and understand the importance of recommended screening tests and other procedures involved in the family planning visit. Client education must be documented in the client record. All clients should receive education as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning. Education can occur in a group or individual setting.

2. Counseling to assist clients in reaching an informed decision regarding their reproductive health and the choice and continued use of family planning methods and services must be provided for all clients. In addition all clients must receive counseling on, at a minimum, education about HIV infection and STIs, information on risks and HIV/STI infection prevention, and referral services. Documentation of counseling must be included in the client's record. The client's written informed voluntary consent to receive services must be obtained prior to the client receiving any clinical services. In addition, if a client chooses a prescription method of contraception, a method-specific consent form must be obtained and updated routinely at subsequent visits to reflect current information about the method. The signed informed consent form must be kept in the client's record. All clients should receive counseling as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning.

3. Comprehensive history for all clients at initial visit, with updates at subsequent visits, must be obtained. Histories for all clients must include at least the following areas: significant illnesses, hospitalizations, surgery, blood transfusion or exposure to blood products, and acute or chronic medical conditions; allergies; current use of prescription and over-the counter medications; extent of use of tobacco, alcohol, and other drugs; immunization and rubella status; review of systems; pertinent history of immediate family members; and partner history (including injectable drug use, multiple partners, risk history for HIV/AIDs, and sexual orientation). Histories of reproductive functioning in female clients must include at least the following: contraceptive use (past and present); menstrual history; sexual history; obstetrical history; gynecological conditions; history of HIV/STIs; pap smear history; and in utero exposure to DES for clients born between 1940 and 1970. Histories of reproductive function in male clients must include at least the following: sexual history; history of HIV/STIs; and urological conditions.

4. Complete physical exam for all clients should include height and weight, examination

of the thyroid, heart, lungs, extremities, breasts, abdomen, and blood pressure evaluation. For female clients, the exam *must* include blood pressure evaluation, breast examination, pelvic examination including vulvar evaluation and bimanual exam, pap smear (for those 21 years old and older), and HIV/STI screening, as indicated. All physical examination and laboratory test requirements stipulated in the prescribing information for specific methods of contraception must be followed.

5. Laboratory Tests are required for the provision of specific methods of contraception. Pregnancy testing must be provided onsite and HIV, chlamydia, gonorrhea, and syphilis testing must be provided for all clients upon request or if indicated. The following laboratory procedures must be provided to clients if required in the provision of a contraceptive method: anemia assessment, vaginal wet mount, diabetes (blood sugar) testing, cholesterol or lipid testing, hepatitis B testing, rubella titer, and urinalysis.

7. Level I Infertility Services must be made available to female and male clients desiring such services. Level I Infertility Services includes: initial infertility interview, education, physical examination, counseling, and appropriate referral.

8. Revisit schedules must be individualized based on the client's need for education, counseling, and clinical care beyond that provided at the initial and annual visit. Clients selecting hormonal contraceptives, IUDs, cervical caps, or diaphragms for the first time should be scheduled for a revisit as appropriate after initiation of the method to reinforce its proper use, to check for possible side effects, and to provide additional information or clarification. A new or established client who chooses to continue a method already in use need not return for a revisit unless a need for re-evaluation is determined on the basis of findings at the initial visit.

9. Either directly or through referral, all reversible and permanent methods of contraception must be provided, which include barrier methods (female and male), IUDs, fertility awareness based methods, hormonal methods (injectables, implants, oral contraceptives, and emergency contraception) and sterilization. Methods not directly provided at the site should be referred first to another NH FPP site, if appropriate, and, secondly, elsewhere at an agency with which the site has a formal arrangement with for the provision of the service.

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IV SAMPLE DISCOUNT SCHEDULE

The following discount schedule can be used by sub-recipient agencies to help develop their own discount schedule. This is a sample and does not necessarily reflect the current Federal Poverty Guidelines.

Annual Income:	100% poverty base numbers	100% Discount 100% of poverty **No Fee**		Cat 80 101-135% of poverty **$25 Fee**		Cat 50 136 -185% of poverty **$50 Fee**	
Family Size:		**From:**	**To:**	**From:**	**To:**	**From:**	**To:**
1	$ 12,060	$ -	$ 12,179.60	$12,180.60	$16,400.60	$16,401.60	$ 22,430.60
2	$ 16,240	$ -	$ 16,401.40	$16,402.40	$22,085.40	$22,086.40	$ 30,205.40
3	$ 20,420	$ -	$ 20,623.20	$20,624.20	$27,770.20	$27,771.20	$ 37,980.20
4	$ 24,600	$ -	$ 24,845.00	$24,846.00	$33,455.00	$33,456.00	$ 45,755.00
5	$ 28,780	$ -	$ 29,066.80	$29,067.80	$39,139.80	$39,140.80	$ 53,529.80
6	$ 32,960	$ -	$ 33,288.60	$33,289.60	$44,824.60	$44,825.60	$ 61,304.60
7	$ 37,140	$ -	$ 37,510.40	$37,511.40	$50,509.40	$50,510.40	$ 69,079.40
8	$ 41,320	$ -	$ 41,732.20	$41,733.20	$56,194.20	$56,195.20	$ 76,854.20
Additional family member	$4,180						

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Fee Policy Agreement

On behalf of Planned Parenthood of Northern New England (Agency Name), I hereby certify that I have read and understand the information and Fee Policy as detailed above. I agree to ensure all agency staff and subcontractors working on the NH FPP project understand and adhere to the aforementioned policy and procedures set forth.

Yvonne Lockerby

Authorizing Official: Printed Name

DocuSigned by: Yvonne Lockerby C5D357FCA6F14BF...

Authorizing Official: Signature

8/30/2021

Date

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NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

GENERAL-FUNDED FAMILY PLANNING SUB-RECIPIENT COMMUNITY PARTICIPATION, EDUCATION AND PROJECT PROMOTION POLICY

Section: Maternal & Child Health Sub Section(s): Family Planning Program Version: 2.0
Effective Date: [July 1, 2021] Next Review Date: [June 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This policy describes the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with community participation, education and project promotion requirements under the NH FPP Project. The following are covered in this section:

- Informational & Educational Materials Review and Approval
- Collaborative Planning and Community Engagement
- Community Awareness and Education

I. Informational & Educational Materials Review and Approval

The Informational and Educational (I&E) operations for the review and approval of materials rest with the sub-recipient agency; however, NH FPP oversight remains to ensure that the sub-recipient adheres to all NH FPP I&E materials review and approval requirements.

Responsibility for I&E Materials Review and Approval

All I&E materials developed or made available by the sub-recipient agency must be reviewed and approved by a Medical Director (or designee) prior to their distribution. The Medical Director (or designee) may delegate responsibility for the review of the factual, technical, and clinical accuracy of all I&E materials developed or made available by the sub-recipient agency to appropriate project staff (e.g., RN, NP, CNM). If this function is delegated to appropriate project staff, the Medical Director (or designee) must oversee these operations and grant final approval.

Processes and Procedures for I&E Materials Review and Approval

The Medical Director (or designee) must review and approve all I&E materials developed or made available under the NH FPP project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency with the purposes of the NH FPP project. **All materials being distributed or made available under the NH FPP project must be reviewed and re-approved or expired on an annual basis.**

The following criteria must be used for reviewing and approving materials to ensure that the above requirements are fulfilled:

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- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

Documentation Requirements for I&E Materials Review and Approval

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipients to ensure compliance with the NH FPP project as it relates to the review and approval of I&E materials:

1.) **I&E Master List Requirement.** On an annual basis, sub-recipients will be required to submit a comprehensive master list of I&E materials that are currently being distributed or are available to NH FPP clients. *The list must include the date of approval (or re-approval), which must be within one year from the date the I&E master list is due to be submitted.*

2.) **Policies and Procedures.** Sub-recipients must have written documentation that outlines their process for conducting material reviews, which must include:

- A process for assessing factual accuracy of the content of I&E materials reviewed.
- How the factual, technical, and clinical accuracy is ensured.
- Criteria and procedures used to ensure that the materials are suitable for the population and community for which they are intended.
- Processes for reviewing materials written in languages other than English.
- Processes for how review and approval records will be maintained.
- Processes for how old materials will be expired.

II. Community Awareness and Education

Sub-recipients must establish and implement planned activities to facilitate community awareness of and access to family planning services through the provision of community information and education programs. Community information and education programs should serve to achieve community understanding of the objectives of the project, inform the community of the availability of services, and promote continued participation in the project by persons to whom family planning services may be beneficial. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy. A community participation committee can be utilized to execute the functions and operations of this requirement.

Suggestions for Community Awareness and Education Activities:

- Deliver community presentations (e.g., providing education at a local school on a

reproductive health topic).

- Incorporate the four-level socio-ecological model into outreach to understand and address the range of factors (individual, relationship, community and societal) that influence community understanding and continued participation in the family planning project.
- Attend community events to provide health education to attendees (e.g., tabling events, community meetings).
- Conduct presentations to inform community partners (mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations) of services, locations, and hours.
- Meet with community partners and coalitions to discuss family planning program and potential referral opportunities.
- Post up-to-date program information at a range of community venues, including virtual platforms (websites, social media, etc.).
- Distribute and post flyers.
- Distribute program information at community events (e.g., tabling events).

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Community Participation, Education, and Project Promotion Agreement

On behalf of Planned Parenthood of Northern New England (Agency Name), I hereby certify that I have read and understand the

The NH FPP policies regarding Community Engagement, Education, and Project Promotion as detailed above. I agree to ensure all agency staff and sub-contractors working on the NH FPP project understand and adhere to the aforementioned policies and procedures set forth.

Yvonne Lockerby

Printed Name

DocuSigned by:
Yvonne Lockerby
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Signature

8/30/2021

Date

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NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through December 31, 2021, the following targets have been set:

1a. ____ clients will be served
1b ____ clients <100% FPL will be served
1c. ____ clients <250% FPL will be served
1d. ____ clients <20 years old will be served
1e. ____ clients on Medicaid will be served
1f. ____ male clients will be served

SFY 22 Outcome (Semi-Annual)

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20 years old
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years old positive for Chlamydia

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

By October 1, 2021, 100% of sub-recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years old. (*Performance Measure #5*)

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

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By October 1, 2021, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients. (*Performance Measure #6)*

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of . Governor and Council Approval

Goal 4: Provide appropriate education and networking to ensure vulnerable populations are aware of the availability of family planning services and to inform public audiences about the program's key priorities.

By January 28, 2022, sub-recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services. (*Performance Measure #7)*

☐ Sub-recipient provides grantee a copy of completed outreach & education report by January 28, 2022.

Goal 5: The NH FPP program will assure sub-recipient agencies are providing appropriate training and technical assistance to ensure family planning staff (e.g., any staff with clinical, administrative and/or fiscal responsibilities) are aware of federal guidelines, program priorities, and new developments in reproductive health and that they have the skills to respond.

By January 28, 2022, sub-recipients will submit a 6-month training report for clinical & non-clinical staff that participated in the provision of family planning services and/or activities to ensure adequate knowledge of program policies, practices and guidelines. (*Performance Measure #8)*

☐ Sub-recipient provides grantee a copy of completed annual training report by January 28, 2022.

Goal 6: Provide counseling for minors that encourages delaying the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

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Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors' policy for review and approval within 30 days of Governor and Council Approval

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure:** The percent of female family planning clients < 25 years old screened for chlamydia infection.
- **Performance Measure:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

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Work Plan Instructions:

Please use the following template to complete the 6-month work plan for the half of FY22. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. *Each objective should be Specific, Measurable, Achievable, Realistic, and Time-phased (SMART).* Each objective must be related and contribute directly to the accomplishment of the stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. *Note:* Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether or not the planned activities were effective (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of the 6-month period, you will report your semi-annual outcomes, indicate if targets were met, describe activities that contributed to your

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outcomes and explain what your agency intends to do differently over the six months.

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Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement
Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches Care Management Team Clinical Teams Behavioral Health and LCSW staff SWAP materials and SWAP Self-Management Programs and Tools	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate. 2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data) 3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate. 4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc. 5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops. 6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
	1. Director of Quality will analyze data semi-annually to evaluate performance. 2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff Care Transitions Team Care Management Team EHR	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure. 2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission. 3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization 2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.

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Access to local Hospital data

Program Goal: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.	
Performance Measure: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

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(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***To promote the availability of STD screening per CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy***	
Performance Measure: The percent of female family planning clients <25 years old screened for chlamydia infection	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
•	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

DS
YL
8/30/2021

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Attachment E

FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY 22
(Contract Period - July 1, 2021 – December 31, 2021)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.***	
Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
6-Month- SFY 22 Outcome: *Insert your agency's data/outcome results here for July 1, 2021- December 31, 2021.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	

DS
YL

8/30/2021

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State of New Hampshire

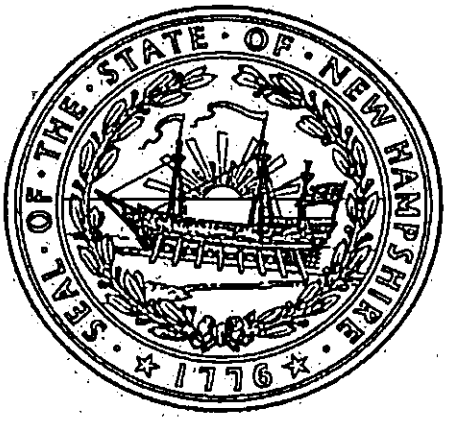
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on September 28, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 77950

Certificate Number: 0005427873



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of August A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Anne Fowler, of Planned Parenthood Northern New England (PPNNE), do hereby certify that:

1. I am a duly elected Secretary of Planned Parenthood of Northern New England.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Trustees of the corporation duly held on the 23rd of August of 2021:

> The Vice President of Centralized Operations is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. Yvonne Lockerby is the Vice President of Centralized Services of this corporation.

4. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for **thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Date: 23 August 2021

DocuSigned by:
Anne Fowler
8E7B989185BA423

Signature of Elected Official
Name: Anne Fowler
Title: Secretary

DocuSign Envelope ID: 8F70AEBC-CB8F-45F5-96CC-E089850AC6A2

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: healthcare.accountscss@marsh.com Fax: 212-948-1307

CN101357758-WC-30-30-21-22 COL,VT GLWC

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Hampshire Insurance Company	23841
INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC.
784 HERCULES DR, SUITE 110
COLCHESTER, VT 05446

COVERAGES **CERTIFICATE NUMBER:** NYC-010009990-12 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			082695195	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X SIR: $100,000						MED EXP (Any one person)	$ INCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 016433074	01/01/2021	01/01/2022	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: STATE FP GRANT

CERTIFICATE HOLDER

NH DEPARTMENT OF HEALTH & HUMAN SERVICES
ATTN: DIRECTOR, DIVISION OF PUBLIC HEALTH SERVICES
29 HAZEN DRIVE
CONCORD, NH 03301-6504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Rickl Fitzsimmons

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Mission Statement

To provide, promote, and protect access to reproductive health care and sexuality education so that all people can make voluntary choices about their reproductive and sexual health.

Planned Parenthood® of Northern New England

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BerryDunn

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

CONSOLIDATED FINANCIAL STATEMENTS

Six Month Period Ended June 30, 2020

(with Comparative Totals for the Twelve Months Ended 2019)

With Independent Auditor's Report

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BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

We have audited the accompanying consolidated financial statements of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE), which comprise the consolidated statement of financial position as of June 30, 2020, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the six months then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those assessments, the auditor considers internal control relevant to PPNNE's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of PPNNE's internal control. Accordingly, we express no such opinion. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

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Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of PPNNE as of June 30, 2020, and the consolidated results of its operations, changes in its net assets and its cash flows for the six months then ended, in conformity with U.S. generally accepted accounting principles.

Other Matter

Report on Summarized Comparative Information

We have previously audited PPNNE's 2019 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated May 26, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2019 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 15, 2020
Registration No. 92-0000278

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PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Financial Position

June 30, 2020
(With Comparative Totals for December 31, 2019)

ASSETS

	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
Current assets				
Cash	$ 8,563,930	$ 1,250,327	**$ 9,814,257**	$ 7,140,353
Accounts receivable, net	1,332,203	-	**1,332,203**	1,718,148
Contributions receivable, net	233,262	448,652	**681,914**	783,495
Other	1,612,741	-	**1,612,741**	1,744,942
Total current assets	11,742,136	1,698,979	**13,441,115**	11,386,938
Property and equipment				
Land	35,657	-	**35,657**	35,657
Buildings	2,726,586	-	**2,726,586**	2,687,978
Leasehold improvements	7,324,312	-	**7,324,312**	6,936,963
Furniture, fixtures and equipment	3,773,511	-	**3,773,511**	3,533,287
Construction-in-progress	-	-	-	292,743
	13,860,066	-	**13,860,066**	13,486,628
Less accumulated depreciation and amortization	(8,853,265)	-	**(8,853,265)**	(8,300,841)
Property and equipment, net	5,006,801	-	**5,006,801**	5,185,787
Other assets				
Contributions receivable, net of current portion	-	19,324	**19,324**	28,945
Long-term investments	3,737,916	1,311,831	**5,049,747**	5,399,852
Other	131,899	532,333	**664,232**	696,182
Total other assets	3,869,815	1,863,488	**5,733,303**	6,124,979
Total assets	$ 20,618,752	$ 3,562,467	**$24,181,219**	$22,697,704

The accompanying notes are an integral part of these consolidated financial statements.

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LIABILITIES AND NET ASSETS

	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
Current liabilities				
Current portion of long-term debt	$ 11,195	$ -	**$ 11,195**	$ 11,000
Accounts payable and other current liabilities	1,921,933	-	**1,921,933**	1,687,297
Accrued salaries and benefits	1,703,712	-	**1,703,712**	918,279
Paycheck Protection Program loan	2,717,300	-	**2,717,300**	-
Total current liabilities	6,354,140	-	**6,354,140**	2,616,576
Long-term debt, net of current portion	233,267	-	**233,267**	238,763
Total liabilities	6,587,407	-	**6,587,407**	2,855,339
Net assets				
Without donor restrictions	14,031,345	-	**14,031,345**	16,606,841
With donor restrictions	-	3,562,467	**3,562,467**	3,235,524
Total net assets	14,031,345	3,562,467	**17,593,812**	19,842,365
Total liabilities and net assets	$ 20,618,752	$ 3,562,467	**$24,181,219**	$22,697,704

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Activities and Changes in Net Assets

Six Months Ended June 30, 2020
(With Comparative Totals for Year Ended December 31, 2019)

	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
Operating revenue and support				
Net patient service revenue	$ 5,104,963	$ -	$ 5,104,963	$ 14,128,331
Grants and contracts	1,820,389	429,332	2,249,721	4,218,762
Contributions and bequests	3,756,911	767,661	4,524,572	8,683,269
Investment (losses) income	(203,167)	(123,053)	(326,220)	920,208
Other	104,463	-	104,463	305,393
	10,583,559	1,073,940	11,657,499	28,255,963
Net assets released from restrictions	746,997	(746,997)	-	-
Total operating revenue and support	11,330,556	326,943	11,657,499	28,255,963
Operating expenses				
Program services				
Direct patient services	10,277,165	-	10,277,165	17,851,235
Education and outreach	123,941	-	123,941	244,725
Public policy	1,070,793	-	1,070,793	2,166,385
Marketing and communication	154,937	-	154,937	308,057
Total program services	11,626,836	-	11,626,836	20,570,402
Support services				
General and administrative	1,474,276	-	1,474,276	2,960,354
Fundraising	804,940	-	804,940	1,631,418
Total support services	2,279,216	-	2,279,216	4,591,772
Total expenses	13,906,052	-	13,906,052	25,162,174
Changes in net assets from operations	(2,575,496)	326,943	(2,248,553)	3,093,789
Other changes				
Contributions	-	-	-	(639,557)
Total other changes	-	-	-	(639,557)
Change in net assets	(2,575,496)	326,943	(2,248,553)	2,454,232
Net assets, beginning of year	16,606,841	3,235,524	19,842,365	17,388,133
Net assets, end of year	$ 14,031,345	$ 3,562,467	$ 17,593,812	$ 19,842,365

The accompanying notes are an integral part of these consolidated financial statements.

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PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Functional Expenses

Six Months Ended June 30, 2020
(With Comparative Totals for Year Ended December 31, 2019)

	Direct Patient Services	Education and Outreach	Public Policy	Marketing and Communication	Total Program Services	General and Administrative	Fundraising	Total Support Services	2020 Total	2019 Total
Payroll and related costs	$ 6,918,253	$ 97,964	$ 771,507	$ 61,684	$ 7,849,408	$ 713,094	$ 677,984	$ 1,391,078	$ 9,240,486	$ 14,911,024
Contraceptive supplies	605,582	-	-	-	605,582	-	-	-	605,582	1,723,026
Outside laboratory fees	108,482	-	-	-	108,482	-	-	-	108,482	356,748
Occupancy costs	1,028,861	14,391	79,615	8,390	1,131,257	60,145	33,913	94,058	1,225,315	2,351,027
Medical supplies	430,342	-	-	-	430,342	-	-	-	430,342	811,577
Professional services	252,679	296	86,364	-	339,339	488,986	9,937	498,923	838,262	1,562,717
Advertising	-	-	67,273	67,421	134,694	2,840	-	2,840	137,534	494,678
Insurance and taxes	128,305	309	2,315	159	131,088	15,140	585	15,725	146,813	249,724
Printing and postage	50,606	1,636	434	16,606	69,282	2,165	15,710	17,875	87,157	204,419
Dues and materials	32,525	2,668	22,865	-	58,058	1,120	1,323	2,443	60,501	224,330
Interest expense	6,125	-	-	-	6,125	-	-	-	6,125	12,606
Other	232,112	5,853	26,979	677	265,621	144,038	57,370	201,408	467,029	1,366,322
Total expenses before depreciation and amortization	9,793,872	123,117	1,057,352	154,937	11,129,278	1,427,528	796,822	2,224,350	13,353,628	24,268,198
Depreciation and amortization	483,293	824	13,441	-	497,558	46,748	8,118	54,866	552,424	893,976
Total expenses	$ 10,277,165	$ 123,941	$ 1,070,793	$ 154,937	$ 11,626,836	$ 1,474,276	$ 804,940	$ 2,279,216	$ 13,906,052	$ 25,162,174

The accompanying notes are an integral part of these consolidated financial statements.

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PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Cash Flows

Six Months Ended June 30, 2020
(With Comparative Totals for Year Ended December 31, 2019)

	2020	2019
Cash flows from operating activities		
Change in net assets	$ (2,248,553)	$ 2,454,232
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	552,424	893,976
Revenue from contributed securities	(402,550)	(1,013,708)
Proceeds of contributed securities	402,550	1,013,708
Unrealized/realized loss (gain) on investments	366,968	(638,604)
Contributions restricted to long-term purposes	-	(10,443)
Change in value of beneficial interest in trusts	(1,608)	(131,502)
Gain on disposal of property and equipment	-	(8,468)
(Increase) decrease in		
Accounts receivable	385,945	(83,328)
Contributions receivable	111,202	11,229
Other current assets	132,201	(736,941)
Other long-term assets	33,558	15,988
(Decrease) increase in		
Accounts payable and other current liabilities	244,028	(227,762)
Accrued salaries and benefits	785,433	48,777
Net cash provided by operating activities	361,598	1,587,154
Cash flows from investing activities		
Purchases of property and equipment	(382,830)	(1,891,911)
Proceeds from sale of property and equipment	-	1,000
Proceeds from sale of investments	757,198	1,281,669
Purchases of investments	(774,061)	(1,461,574)
Net cash used by investing activities	(399,693)	(2,070,816)
Cash flows from financing activities		
Contributions received for long-term purposes	-	977
Proceeds from Paycheck Protection Program loan	2,717,300	-
Principal payments on long-term debt	(5,301)	(10,248)
Net cash provided (used) by financing activities	2,711,999	(9,271)
Net increase (decrease) in cash	2,673,904	(492,933)
Cash, beginning of year	7,140,353	7,633,286
Cash, end of year	$ 9,814,257	$ 7,140,353
Supplemental disclosure:		
Noncash investing and financing transactions		
Purchases of property and equipment included in accounts payable and accrued expenses	$ 68,238	$ 77,630

The accompanying notes are an integral part of these consolidated financial statements.

Nature of Activities

Planned Parenthood of Northern New England, Inc. (PPNNE) is a Vermont nonprofit corporation organized for the purpose of providing reproductive health and education services. PPNNE is also an advocacy organization working for public policies which guarantee reproductive rights and ensure access to services. PPNNE is registered to conduct business in Maine, New Hampshire and Vermont.

In 1990, PPNNE established Planned Parenthood of Northern New England Action Fund, Inc., a nonprofit corporation, for the purpose of expanding lobbying activities for the states of Maine, New Hampshire and Vermont. During 2014, PPNNE amended the operating documents of Planned Parenthood of Northern New England Action Fund, Inc. to include activities for only the state of Vermont and renamed the corporation Planned Parenthood Vermont Action Fund, Inc. Also during 2014, PPNNE established Planned Parenthood Maine Action Fund, Inc. and Planned Parenthood New Hampshire Action Fund, Inc., both nonprofit corporations, for the purpose of expanding lobbying activities for the states of Maine and New Hampshire, respectively.

Operations and balances of Planned Parenthood Vermont Action Fund, Inc., Planned Parenthood Maine Action Fund, Inc. and Planned Parenthood New Hampshire Action Fund, Inc. (collectively known as the Action Funds) are considered immaterial to PPNNE, but are included in the accompanying consolidated financial statements. PPNNE has both an economic interest in the Action Funds and control of the Action Funds through a majority voting interest in their governing boards, therefore requiring the operations of the Action Funds to be consolidated with the operations of PPNNE.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of PPNNE and the Action Funds (collectively known as PPNNE). All material interorganizational transactions have been eliminated.

Comparative Financial Information

The consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with PPNNE's consolidated financial statements for the year ended December 31, 2019, from which the summarized information was derived.

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Use of Estimates

The preparation of the consolidated financial statements, in conformity with U.S. GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Statement Presentation

The consolidated financial statements of PPNNE have been prepared in accordance with U.S. GAAP, which require PPNNE to report information regarding its consolidated financial position and activities according to the following net asset classification:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of PPNNE. These net assets may be used at the discretion of PPNNE's management and the Board of Trustees.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of PPNNE or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities and changes in net assets.

Uncertainty Related to Coronavirus

On March 11, 2020, the World Health Organization declared the 2019 novel coronavirus disease (COVID-19) a global pandemic. The COVID-19 pandemic has impacted and could further impact PPNNE's operations as a result of quarantines and travel and logistics restrictions. The extent to which the COVID-19 pandemic impacts PPNNE's business, results of operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted, including, but not limited to the duration, spread, severity, and impact of the COVID-19 pandemic, the effects of the COVID-19 pandemic on PPNNE's services and the remedial actions and stimulus measures adopted by local and federal governments. Therefore, PPNNE cannot reasonably estimate the impact at this time.

Promises to Give

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. The gifts are reported as support for net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets.

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Income Taxes

The Internal Revenue Service has determined that PPNNE and its subsidiaries, the Action Funds, are exempt from taxation under Internal Revenue Code Sections 501(c)(3) and 501(c)(4), respectively. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

Cash

PPNNE maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. PPNNE has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash.

Property and Equipment

Property and equipment is stated at cost at the date of acquisition or fair market value at the date of the gift. Donated property and equipment is reported as support without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as support with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, PPNNE reports expirations when the donated or acquired assets are placed in service as instructed by the donor. PPNNE reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Depreciation is computed using the straight-line method over the estimated useful lives of the underlying assets. Amortization of leasehold improvements is computed using the straight-line method over the lesser of the useful lives or the term of the underlying leases. The cost of maintenance and repairs is charged to expense as incurred; renewals and betterments greater than $1,000 are capitalized.

Investments

PPNNE is required to report covered investments in the consolidated statement of financial position at fair value with any realized or unrealized gains and losses reported as a change in net assets from operations in the consolidated statement of activities and changes in net assets. Covered investments include all equity securities with readily determinable fair values and all investments in debt securities. All of PPNNE's investments are held in cash and cash equivalents, exchange traded funds or mutual funds.

Gifts of securities are reported at fair value on the date of the gift. PPNNE's policy is to liquidate all donated securities as soon as possible. Any resulting gain or loss is recognized in the net assets without donor restrictions category.

Paycheck Protection Program

On April 13, 2020, PPNNE received a loan in the amount of $2,717,300 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The loan is unsecured, has a two-year term with a maturity date of April 2022; bears an annual interest rate of 1%; and shall be payable monthly with the first six monthly payments deferred. The principal amount of the PPP is subject to forgiveness, upon PPNNE's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, interest on mortgages, rent and utilities, incurred by PPNNE. SBA has preliminarily concluded PPNNE is ineligible for a PPP loan under the applicable affiliation rules and size standards. PPNNE has contested the SBA's conclusion, and the SBA is currently conducting a review of PPNNE's eligibility. If deemed ineligible, the loan may need to be returned.

PPNNE has utilized the total available PPP loan for qualifying expenditures as of June 30, 2020. If the SBA determines PPNNE is eligible for the loan, it is PPNNE's intention to apply for forgiveness at that time. Forgiveness is subject to the sole approval of the SBA. PPNNE has chosen to follow the conditional contribution model for the PPP and has opted to not record any income until forgiveness is received. The full amount of the PPP loan received is reported as a refundable advance in the current liabilities section of the statement of financial position at June 30, 2020.

Change in Net Assets from Operations

The consolidated statement of activities report the change in net assets from operations. The changes in net assets which are excluded from this measurement include investment income greater than amounts eligible to be distributed pursuant to PPNNE's spending policy, contributions which are restricted by the donor to be maintained in perpetuity or which are donor-restricted to be used for the purpose of acquiring long-term assets and the release thereof when PPNNE has complied with the donative restrictions.

Net Patient Service Revenue and Accounts Receivable

Net patient service revenue is reported at the amount that reflects consideration to which PPNNE expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors, and others. Generally, PPNNE bills the patients and third-party payors after services are performed. Revenues are recognized on the date of service as the service and products are delivered to the patient by PPNNE. Net revenue and the related receivables are recorded at amounts estimated to be received under reimbursement arrangements with patients and third-party payors, including private insurers, health maintenance organizations, Medicare, and Medicaid. PPNNE determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. PPNNE determines its estimate of implicit price concessions based on its historical collection experience with this class of patients.

Due to the reimbursement environment in which PPNNE operates, certain estimates are required to record net revenue and accounts receivable at their net realizable values. Specifically, the complexity of many third-party billing arrangements and the uncertainty of reimbursement amounts for services may result in adjustment to amounts originally recorded. Such adjustments are typically identified and recorded at the point of cash application, claim denial, account review, or payor postpayment audit.

PPNNE recognizes patient service revenue associated with services rendered to patients who have third-party coverage on the basis of contractual rates for such services. For uninsured patients that do not qualify for charity care, PPNNE recognizes revenue on the basis of its standard rates (or on the basis of discounted rates, if negotiated or provided by policy). Based on historical trends, a significant portion of PPNNE's uninsured patients will be unable or unwilling to pay for the services rendered.

The net patient service revenue percentage by third-party payors and patients for the six months ended June 30, 2020 and year ended December 31, 2019 was as follows:

	2020	2019
Commercial	60%	66%
Medicare and Medicaid	28	22
Private pay	12	12
	100%	100%

Charity Care

PPNNE also provides patient services under sliding fee arrangements. These discounts from charges are available for eligible patients whose income and family size meet the criteria outlined in the federal poverty guidelines updated each year. Because PPNNE does not pursue collection of amounts determined to qualify as charity care as described above, they are not reported as patient service revenue. PPNNE maintains records to identify the amount of charges forgone for services and supplies furnished under its sliding fee/charity care policy, as well as the estimated cost of those services and supplies and equivalent service statistics.

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The following information measures the level of charity care provided during the six months ended June 30, 2020 and the year ended December 31, 2019:

	2020	2019
Charges foregone, based on established rates	$ 3,264,953	$ 8,045,768
Estimated costs and expenses incurred to provide charity care	$ 3,070,000	$ 5,302,000
Equivalent percentage of charity care charges to patient charges	22.08%	21.07%

Cost of providing charity care services has been estimated based on an overall financial statement ratio of costs applied to charity charges forgone.

Functional Allocation of Expenses

PPNNE's expenses are presented on a functional basis, showing basic program activities and support services. PPNNE directly assigns costs based on the organizational cost centers (functional units) in which expenses are incurred or expenses are allocated between support functions and program services based on an analysis of personnel time and space utilized for the related services.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, PPNNE has considered transactions or events occurring through December 15, 2020, which was the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

PPNNE regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds. PPNNE has various sources of liquidity at its disposal, including cash, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, PPNNE considers all expenditures related to its ongoing activities, and general and administrative services undertaken to support those ongoing activities, to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, PPNNE operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings.

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PPNNE had working capital less assets with restrictions of $5,387,996 and $7,529,393 at June 30, 2020 and December 31, 2019, respectively. PPNNE had average days (based on normal expenditures) cash and investments without donor restrictions on hand of 169 at June 30, 2020 and 152 at December 31, 2019.

At June 30, 2020 and December 31, 2019, the following financial assets could readily be available within one year of the consolidated statement of financial position date to meet general expenditure:

	2020	2019
Financial assets		
Cash	$ 8,563,930	$ 6,142,824
Accounts receivable, net	1,332,203	1,718,148
Contributions receivable, net	233,262	540,055
Grants receivable due in one year or less for operations	447,434	1,058,243
Investments without board-designation or donor-restrictions	837,694	1,064,745
Estimated appropriation of donor-restricted endowed funds for use over the next 12 months	56,000	55,800
Estimated appropriation of board-designated endowed funds for use over the next 12 months	140,700	135,500
Total financial assets expected to be available within 12 months	11,611,223	10,715,315
Financial assets with restrictions		
Board-designated cash for capital acquisitions	(512,411)	(894,644)
Financial assets available to meet general expenditures within one year	$ 11,098,812	$ 9,820,671

PPNNE's Board of Trustees has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Trustees.

PPNNE also has a line of credit available to meet short-term needs, as disclosed in Note 6.

3. Contributions Receivable

Contributions receivable consisted of the following at June 30, 2020 and December 31, 2019:

	2020	2019
Contributions for		
Operating purposes	$ 327,760	$ 552,855
Operating purposes, time restriction	30,152	250,640
Laura Fund	346,443	10,443
Contributions receivable, gross	704,355	813,938
Less allowance for uncollectible contributions and unamortized discounts of approximately 2% at June 30, 2020 and December 31, 2019	(3,117)	(1,498)
Contributions receivable, net	701,238	812,440
Less contributions receivable, current portion	681,914	783,495
Contributions receivable, net of current portion	$ 19,324	$ 28,945

Contributions are due as follows at June 30, 2020 and December 31, 2019:

	2020	2019
Less than one year	$ 681,914	$ 783,495
Two to five years	22,441	30,443
Contributions receivable, gross	$ 704,355	$ 813,938

4. Beneficial Interest in Trusts

PPNNE is a member of the Planned Parenthood Federation of America, Inc. (PPFA), a national organization, and pays quarterly dues to PPFA for program support provided. PPFA administers various charitable gift annuity and pooled income fund gift programs and a charitable remainder annuity trust in which PPNNE is designated to receive any remaining assets at the end of the program's term. PPNNE's interest in these trusts is reported as a contribution in the period in which it is notified of its interest.

Several donors have established trusts naming PPNNE as the beneficiary of charitable remainder trusts, which are administered by a third-party. The charitable remainder trusts provide for the payment of distributions to the grantor or other designated beneficiaries over the trust's term (usually the designated beneficiary's lifetime).

The beneficial interest in these trusts is calculated based on the present value of the underlying assets using the beneficiaries' life expectancies and a 0.45% and 1.34% discount rate for the six months ended June 30, 2020 and the year ended December 31, 2019, respectively.

Beneficial interest in trusts, included in other long-term assets in the consolidated statement of financial position, consisted of the following at June 30, 2020 and December 31, 2019:

	2020	2019
Charitable gift annuities	$ 72,243	$ 99,515
Charitable remainder unitrusts	460,090	431,210
	$ 532,333	$ 530,725

5. Investments

The market value of the investments at June 30, 2020 and at December 31, 2019 is as follows:

	2020	2019
Cash and cash equivalents	$ 69,516	$ 209,593
Mutual funds	4,702,863	4,862,525
Exchange traded funds	277,368	327,734
	$ 5,049,747	$ 5,399,852

Investment (loss) income is summarized as follows for the six months ended June 30, 2020 and the year ended December 31, 2019:

	2020	2019
Interest and dividend income	$ 53,010	$ 305,705
Realized gain	44,602	26,558
Unrealized (loss) gain	(411,570)	612,046
Investment fees	(12,262)	(24,101)
	$ (326,220)	$ 920,208

Investments in general are exposed to various risks, such as interest rates, credit and overall market volatility. As such, it is reasonably possible that changes could materially affect the amounts reported in the consolidated statement of financial position.

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6. Line of Credit

PPNNE has a $1,500,000 line of credit agreement at People's United Bank. The line of credit bears interest at the Wall Street Journal prime rate, subject to a floor (3.25% at June 30, 2020). The line of credit agreement expires on February 15, 2021. Under the terms of the agreement, investments without donor restrictions not to exceed $2,300,000, margined at 70% and subject to securities mix and bond rates, as well as 70% of PPNNE's pledged endowment account plus eligible accounts receivable aged 90 days and less, are pledged as collateral. There was no outstanding balance on the line of credit as of June 30, 2020 and December 31, 2019.

In connection with the line of credit agreement, PPNNE is required to maintain a debt service coverage ratio of 1.2-to-1. PPNNE was not in compliance with this ratio for the six months ended June 30, 2020 and obtained a waiver from the bank.

7. Long-Term Debt

Long-term debt consisted of the following:

	2020	2019
Mortgage note payable to People's United Bank, with monthly installments due of $1,904, including interest at 4.87%, through September 2025, with a balloon payment for the remaining balance due at maturity, collateralized by buildings.	$ 244,462	$ 249,763
Less current portion	11,195	11,000
Long-term debt, excluding current portion	$ 233,267	$ 238,763

Future maturities of long-term debt are as follows:

2021	$ 11,195
2022	11,763
2023	12,350
2024	12,939
2025	13,612
Thereafter	182,603
	$ 244,462

Cash paid for interest approximates interest expense for the six month period ended June 30, 2020 and the year ended December 31, 2019.

Under the terms of the People's United Bank mortgage note agreement, PPNNE is required to maintain the same debt service coverage ratio as described in Note 6. PPNNE was not in compliance with this covenant for the six months ended June 30, 2020 and obtained a waiver from the bank.

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8. Operating Leases

PPNNE rents certain facilities and leases office equipment from third-parties under agreements reflected as operating leases. The total facility rent expense was $690,865 and $1,287,855 for the six months ended June 30, 2020 and the year ended December 31, 2019, respectively. Total equipment lease expense was $13,252 and $35,974 for the six months ended June 30, 2020 and the year ended December 31, 2019, respectively.

Future minimum lease commitments are approximately as follows:

2021	$ 1,112,000
2022	1,009,000
2023	979,000
2024	996,000
2025	999,000
Thereafter	2,074,000
	$ 7,169,000

9. Commitments and Contingencies

Grants and Contracts

Grants and contracts require the fulfillment of certain conditions as set forth in the instrument of the grant or contract. Failure to fulfill the conditions could result in the return of funds to the grantor. Although that is a possibility, management deems the contingency remote.

Risk Management

PPNNE maintains medical malpractice insurance coverage on a claims-made basis. PPNNE is subject to complaints, claims and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires PPNNE to accrue the ultimate cost of malpractice claims when the indicant that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. PPNNE has evaluated its exposure to losses arising from potential claims and has properly accounted for them in the consolidated financial statements as of June 30, 2020 and December 31, 2019. PPNNE intends to renew coverage on a claims-made basis and anticipates coverage will be available in future periods.

Litigation

PPNNE is involved in legal matters arising from the ordinary course of business. In the opinion of management, these matters will not materially affect PPNNE's financial position.

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10. Net Assets

Net assets without donor restrictions were as follows at June 30, 2020 and December 31, 2019:

	2020	2019
Undesignated	$ 11,131,123	$ 13,706,619
Board-designated endowment funds	2,900,222	2,900,222
	$ 14,031,345	$ 16,606,841

Net assets with donor restrictions are available for the following purposes:

	2020	2019
Funds maintained in perpetuity:		
Key to the Future Fund, income unrestricted	$ 944,717	$ 944,717
Laura Fund, income restricted	140,872	140,872
The David Wagner Fund, income restricted	50,559	50,559
Maine endowment, income unrestricted	76,209	76,209
Other endowment funds, income unrestricted	113,284	113,284
Total funds maintained in perpetuity	1,325,641	1,325,641
Funds maintained with donor restrictions temporary in nature		
Accumulated (loss) earnings on funds maintained in perpetuity	$ (3,364)	$ 119,689
Planned Gifts	532,333	530,725
Laura Fund	432,356	69,422
PPFA grants for various programs	802,201	743,872
Other programs	454,419	391,175
Time restriction	18,881	55,000
Total funds maintained with donor restrictions temporary in nature	2,236,826	1,909,883
Total net assets with donor restrictions	$ 3,562,467	$ 3,235,524

Net assets released from restrictions consisted of the following:

	2020	2019
Operating purpose or time restrictions accomplished		
Planned gifts	$ -	$ 6,693
Laura Fund	46,297	83,155
Cancer Screening Access Fund	6,111	16,753
CAPS Grant	25,675	58,311
Restricted to other programs	633,914	183,459
Time restrictions met	35,000	30,000
	$ 746,997	$ 378,371
Nonoperating purpose restrictions accomplished		
Acquisition of long-term assets	$ -	$ 843,484

11. Endowments

PPNNE's endowments include both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

PPNNE has interpreted the State of Vermont Uniform Prudent Management of Institutional Funds Act (the Act) as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, PPNNE classifies as net assets with perpetual donor restriction (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) accumulations to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' corpus value, the excess is available for appropriation and, therefore, included in net assets with donor restrictions until appropriated by the Board of Trustees for expenditure. The Board of Trustees has adopted a policy to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Trustees to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, PPNNE considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of PPNNE and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of PPNNE; and
(7) The investment policies of PPNNE.

Endowment Composition and Changes in Endowment

The endowment net assets composition by type of fund as of June 30, 2020 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 1,322,277	$ 1,322,277
Board-designated endowment funds	2,900,222	-	2,900,222
Total funds	$ 2,900,222	$ 1,322,277	$ 4,222,499

The changes in endowment net assets for the six months ended June 30, 2020 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, December 31, 2019	$ 2,900,222	$ 1,445,330	$ 4,345,552
Investment loss	(227,051)	(123,053)	(350,104)
Transfers from undesignated net assets	227,051	-	227,051
Endowment net assets, June 30, 2020	$ 2,900,222	$ 1,322,277	$ 4,222,499

The endowment net assets composition by type of fund as of December 31, 2019 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 1,445,330	$ 1,445,330
Board-designated endowment funds	2,900,222	-	2,900,222
Total funds	$ 2,900,222	$ 1,445,330	$ 4,345,552

The changes in endowment net assets for the year ended December 31, 2019 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, December 31, 2018	$ 2,874,333	$ 1,263,576	$ 4,137,909
Investment income	581,315	227,139	808,454
Contributions	25,889	10,446	36,335
Transfers to undesignated net assets	(445,809)	-	(445,809)
Endowment assets appropriated for expenditure	(135,506)	(55,831)	(191,337)
Endowment net assets, December 31, 2019	$ 2,900,222	$ 1,445,330	$ 4,345,552

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires PPNNE to retain as a fund of perpetual duration. Deficiencies of this nature existed in three donor-restricted endowment funds, which together had an original gift value of $1,151,355, a current fair value of $1,144,696, and an accumulated deficiency of $6,659 as of June 30, 2020. These deficiencies resulted from unfavorable market fluctuations that occurred shortly after the investment of new contributions for donor-restricted endowment funds and continued appropriation for certain programs that were deemed prudent by the Board of Trustees. There were no deficiencies of this nature as of December 31, 2019.

Return Objectives and Risk Parameters

PPNNE has adopted investment and spending policies for endowment assets that attempt to provide for equal treatment of present and future needs, with neither group favored at the expense of the other. To meet these objectives, the Board of Trustees seeks to provide reasonably stable and predictable funds from the endowment for PPNNE's operating budget, to grow capital and to preserve and grow the real (inflation-adjusted) purchasing power of assets as indicated by the aggregate value of appreciation and income. PPNNE seeks to generate a long-term target rate of return in excess of five percent above the rate of inflation plus costs of managing the investments.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, PPNNE relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). PPNNE targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, PPNNE seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

Spending Policy

PPNNE's investment policy states that spendable investment income will be calculated as 4% of the average endowment portfolio value based on the portfolio market value at the end of the most recent 12 quarters. Appropriations and withdrawals in excess of this policy must be approved by the Board of Trustees. Under this policy, PPNNE appropriated for distribution $98,337 and $191,337 for operating purposes for the six month period ended June 30, 2020 and the year ended December 31, 2019, respectively, which are included in investment income in the consolidated statement of activities and changes in net assets.

12. Fair Value Measurements

FASB ASC Topic 820-10-20, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820-10-20 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) or identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect PPNNE's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

June 30, 2020
(With Comparative Totals for December 31, 2019)

Assets measured at fair value on a recurring basis were as follows:

	Fair Value Measurements at June 30, 2020			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 69,516	$ 69,516	$ -	$ -
Mutual funds	4,702,863	4,702,863	-	-
Exchange traded funds	277,368	277,368	-	-
Investments	$ 5,049,747	$ 5,049,747	$ -	$ -
Contributions receivable, net	$ 701,238	$ -	$ -	$ 701,238
Charitable gift annuities	$ 72,243	$ -	$ 72,243	$ -
Charitable remainder unitrusts	460,090	-	460,090	-
Beneficial interest in trusts	$ 532,333	$ -	$ 532,333	$ -

	Fair Value Measurements at December 31, 2019			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 209,593	$ 209,593	$ -	$ -
Mutual funds	4,862,525	4,862,525	-	-
Exchange traded funds	327,734	327,734	-	-
Investments	$ 5,399,852	$ 5,399,852	$ -	$ -
Contributions receivable, net	$ 812,440	$ -	$ -	$ 812,440
Charitable gift annuities	$ 99,515	$ -	$ 99,515	$ -
Charitable remainder unitrusts	431,210	-	431,210	-
Beneficial interest in trusts	$ 530,725	$ -	$ 530,725	$ -

The fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for PPNNE's various financial instruments included in Level 2 and Level 3.

The fair value for the beneficial interest in trusts is primarily based on an estimate of the fair value of underlying securities invested in by the trusts, discounted to their present value. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

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The fair value for Level 3 assets is based upon the present value of expected cash flows using current market interest rates.

Significant activity for assets measured at fair value on a recurring basis using significant unobservable inputs is as follows:

	Contributions Receivable, Net
December 31, 2018	$ 814,203
New pledges	1,140,427
Receipts	(1,142,190)
December 31, 2019	812,440
New pledges	753,361
Receipts	(864,563)
June 30, 2020	$ 701,238

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Planned Parenthood®
of Northern New England

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Maribeth Hourihan
Falmouth, ME

Diana Lee
Cumberland, ME

Margot Milliken
Portland, ME

Lisa Sockabasin
Greene, ME

New Hampshire

Ashley Lamb
Exeter, NH

Benjamin T. Siracusa Hillman
Exeter, NH

Skip Small, MD
Barrington, NH

Anita Springer
Meredith, NH

Vermont

Eli A. Goldberg
Winooski, VT

Tabitha Moore
Essex Junction, VT

Allie Stickney
Shelburne, VT

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DONNA L. BURKETT, MD

Curriculum Vitae

Medical Director

EDUCATION

1995-1998	Residency in Family Medicine, Oregon Health Sciences University (OHSU), Portland, OR. See below for detail.
1991-1995	Medical Degree, University of North Carolina School of Medicine, Chapel Hill, NC
1986-1990	B.S. Chemistry/B.A. French, Mars Hill College, Mars Hill, NC

EMPLOYMENT

Sept 9, 2013 - present **Medical Director, Planned Parenthood of Northern New England**, Regional Planned Parenthood Affiliate in VT, NH and ME. Duties include:

- Oversight and management of the Medical Services Department
- Clinical quality and risk management for 21 health centers across 3 states, providing sexual and reproductive health care
- Security and compliance oversight
- Strategic planning, new program implementation

Feb 2011-2014 **Consultant, Planned Parenthood Federation of America**, Medical Services Department, writing and editing Primary Care Standards and Guidelines

July 2006- Aug 2013 **Affiliate Medical Director, Planned Parenthood Health Systems, Inc**, Regional Planned Parenthood in NC, SC, VA and WV. Duties include:

- Oversight and evaluation of physician and clinical employees
- Quality and risk management oversight for high-risk services in 12 health centers through 4 states
- Protocol review and oversight
- New clinical program innovation and implementation

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July 2005-May 2013 **Part-time faculty, MAHEC Family Health Center**, Asheville, NC. Duties include:

- Starting and running a teaching vasectomy clinic
- Precepting residents in Family Practice clinic
- Participating in Obstetrical call
- Some didactic responsibilities for the reproductive health curriculum

February 2005 – June 2005 Family leave/volunteer at ABCCM, local free clinic

2001-2005 **Family Physician and Administrative Physician, WNC OB-Gyn and Family Practice**, Asheville, NC. Activities included:

- Established Family Medicine side of practice and built a very busy practice over several years
- Scope of practice included care of men, women, and children, primary gynecological care, obstetrical care, vasectomy, circumcision, and minor dermatological care and procedures
- As a partner, took on the administration of a failing practice and brought it into improved fiscal conditions through hiring better qualified management staff, changing billing system to more up-to-date one and internalized billing, bringing the AR DSO from 90+ to 40-50 in 1-year period, developing standard practices for quality and efficiency in the practice
- Established a teaching vasectomy service
- Periodically provided abortions at a partner's private practice

Jan 2000 – April 2001 Family Leave/volunteer as Preceptor at OHSU Family Medicine Department prior to move to NC

1996 - 2000 **All Women's Health Center**, Portland and Eugene, OR. Part-time, contractual work in a non-profit reproductive health organization serving low-income women.

1998 - 1999 **Family Practitioner, North Portland Clinic, Providence Health System**, Portland, OR. Full-time clinician in an underserved community clinic. Duties included:

- Active obstetrical practice
- Call, hospital management of patients
- Chair – End of Life Improvement committee
- Participant – several medical informatics endeavors

July and August 1998 Extended vacation, following residency

1995- 1998 **Family Practice Resident, OHSU**, Portland, OR. Full-time. In-patient, out-patient, surgical, rural and urgent care rotations. Extra duties:

- Chief Resident 1997-1998 – scheduling, arranging

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conferences, teaching, and trouble-shooting

ADDITIONAL EDUCATIONAL EXPERIENCE

2004-2013	**Advanced Life Support in Obstetrics (ALSO) Instructor Certification**, American Academy of Family Physicians (AAFP). Adult learning model utilized.
2003	**Fundamentals of Management Course**, AAFP. An intensive program designed to train FPs to become more effective managers and leaders.
Spring 1988	**Semester Abroad, Institute d'Etude Francais**, Avignon, FRANCE

PROFESSIONAL MEMBERSHIPS

2014-present	Member, Maine Medical Association
2014-present	Member, New Hampshire Medical Society
2014-present	Member, Vermont Medical Society
2011-present	Member, WPATH (World Professional Association of Transgender Health)
1998-present	Diplomate, American Board of Family Practice
1998-present	Member, American Academy of Family Physicians
2006-present	Member, Association of Reproductive Health Professionals
2001-2014	Member, NC Academy of Family Physicians
2001-5, 2012 –14	Member, Western North Carolina Medical Society
1992-2002	Member, American Medical Women's Association

VOLUNTEER SERVICE

2017-present	Medical Directors Council of PPFA (MeDC) President
2016	MeDC Representative to ACEC
2006 – present	MeDC member
2010 -- 2016	Member, Medical Advisory Board, AFAXYS
2012 – 2013	Member, Federation Patient Safety Committee, ARMS, Inc
2008 – present	Multiple short-term committees, PPFA
2005-2012	Board Member of children's school, serving preschool through 8th grade. Chair 2008-2011. Led the school through a director transition and through implementation of Policy Governance.
2003 – present	various volunteer activities, same school
2005 – present	Reproductive health educator, various schools and church

INTERESTS AND ACTIVITIES

Knitting, cooking local foods, gardening, traveling

REFERENCES

Available upon request

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Kai Williams

EDUCATION

Bachelor of Arts
University of Vermont, Burlington, VT, 05401
Graduated 2007
High School Diploma
Brunswick High School, Brunswick, ME, 04011
Graduated 2003

EXPERIENCE

Vice President of Health Center Operations, Planned Parenthood of Northern New England
2015- Present

- Provide strategic leadership and budget management for the operations of PPNNE's 21 health centers.
- Supervise Training Manager, Senior Operations Managers, and Health Center Administrative Associate.
- Optimize the efficiency of PPNNE's health services by developing systems that create the simplest possible experience for staff and patients while meeting productivity and other operational standards as well as patient expectations.

Training & Operations Manager, Planned Parenthood of Northern New England
2012-2014

- In addition to the duties of HCA & Operations Training Specialist, supervise the Training Specialist and manage training budget.
- Lead Health Center Operations projects and development of standardized work flows.
- In 2014, took over management of Centralized Lab Department which coordinates management and notification of abnormal findings.

Training and Operations Specialist, Planned Parenthood of Northern New England
2010-2012

- Plan, develop, and deliver administrative and clinical trainings for HCA and clinician staff.
- Work closely with the Medical Services and Operations departments to maintain health center workflows and current best practice.
- Facilitate rollout and training of new health center initiatives.

Gynecological Teaching Assistant and Standardized Patient, University of Vermont
2009-2011

- Educate and model components of the pelvic exam to Medical Students.
- Role-play assigned patient care scenarios and then score medical students on all aspects of the visit, including exam and history intake skills.

Healthcare Associate and Abortion Care Coordinator, Planned Parenthood of Northern New England
2006-2010

- Work as a Healthcare Associate administratively and clinically.
- Train and mentor new staff.
- Facilitate health center flow during surgical schedules.

CERTIFICATIONS

Nonprofit Management, Marlboro College, 2012

Train the Trainer, PPNNE, 2011

443 Congress St, 3rd floor • Portland, ME • 04101 • **WORK** (207)687-3294 • **CELL** (207)232-1325 • **E-MAIL** kai.williams@ppnne.org

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Yvonne Lockerby

Motivated and innovative **Business Operations Manager** with extensive experience leading the customer relations, sales, and operations functions for a variety of businesses and industries. Proven record of successfully designing and implementing new programs and systems, presenting complex changes in an understandable and logical manner that generates buy-in and acceptance. Resourceful, self-motivated, progressive thinker, highly skilled at recruiting, training, directing and motivating multi-faceted teams focused on organizational goals.

- Demonstrated success designing, planning, and implementing comprehensive changes at all levels; brought into Planned Parenthood to establish and grow a centralized call center, providing customer and administrative support for 21 separate centers from one location and fielding 100K+ customer calls/year
- Effective communicator and problem solver with the proven ability to develop and deliver effective training programs and procedures; as the Sr. Director of Centralized Support Services, researched and set benchmarking data for disparate markets and tailored marketing and call center scripts to increase patient recruitment and retention
- Strong focus on identifying and realizing cost savings while ensuring superior service; based on ongoing problems with a lab services vendor, researched and negotiated a new contract with a different vendor that resulted in increased customer satisfaction and decreased turnaround time and costs

Customer-Centric Operations Management • Strategic Planning • Electronic Health Records Conversion
Annual Budgeting • Regional Benchmarking • Policy & Procedure Writing

EXPERIENCE

Planned Parenthood of Northern New England, *Colchester, VT* September 2010 – Present

Vice President for Centralized Operations (May 2014 – Present)

- Provide strategic direction and oversight for the Centralized Operations; which includes the Call Center, Facilities, Governmental Grants, Innovations and Marketing departments
- Ensures call center is providing superior customer service and capturing patient feedback through supervision of Call Center Supervisor
- Ensures PPNNE facilities reflect a commitment to high quality care through supervision of Facilities Manager
- Ensures all grant applications, reporting, compliance activities are accomplished through supervision of Director of Governmental Grants
- Ensure new innovative technology and solutions are identified and implemented to improve our 21 health center operations, through supervision of Innovations Manager
- Ensure our branding, marketing and advertising activities align with industry best practices and PPNNE mission and business objectives through supervision of Marketing and Communications Manager
- Helped lead an organization-wide initiative examining health center efficiencies, identifying areas for improvement that will allow providers to see more patients and deliver higher quality care at lower overall costs

Senior Director, Centralized Support Services (December 2013 – May 2014)

- Provided strategic and operational oversight of the Information & Technology and Marketing Departments in addition to the Centralized Support Services (Call Center, BlueMail, and Centralized Lab Management) departments
- Developed a focused marketing and branding initiative to increase patient recruitment and retention; reset outdated benchmark data by gathering anecdotal information from health center sites and designed call center scripts and campaigns based on the unique needs of each market
- Directed the IT department during the implementation of a new EHR initiative, ensuring all technology used was certified, and seeking ways to reduce redundancies and share information with other health care providers as appropriate

Director Centralized Support Services (September 2012 – December 2013)

- Oversaw all aspects of PPNNE's Call Center, BlueMail and Centralized Laboratory Management departments
- Developed and implemented a strategy to create a unified customer service model: reviewed, designed, and introduced new policies and operating structures and set standards and guidelines for interaction with external and internal customers (patients and staff) across all departments

- Provided remote oversight for BlueMail, a mail order prescription program in the tri-state area; developed policies and procedures and ensured compliance with state pharmacy regulations while identifying strategies to increase program utilization at the health center
- Supervised staff within the Centralized Lab Management department; developed a portal for the primary delivery method of normal lab results and ensured timely accurate handling of all centralized lab results
- Partnered with leadership members to support various strategic and tactical goals and initiatives

Call Center Director (September 2010 – September 2012)

- Directed call center operations and led a team of 10 in providing high quality and efficient services to callers contacting 21 clinic sites in Maine, New Hampshire, and Vermont in accordance with a unified customer service model
- Collected and analyzed data from callers to identify trends and develop agency-wide process improvements
- Collaborated with members of the Health Center Operations Team to develop new strategies to address an evolving business model
- Created and managed the annual call center budget, analyzed monthly variances, and determined service directives and initiatives
- Served as a core member of the Practice Management System and provided leadership in the documentation, development, and implementation of all processes within the organization

Autumn Harp, *Essex Jct. VT* January 2009 – September 2010

Account Manager

- Managed internationally-recognized client accounts, including Victoria's Secret, Gap, New York & Company, Old Navy, Aloette, and Lise Watier, facilitating the design and launch efforts of new private-label cosmetic products
- Coordinated the development, procurement, manufacturing, and testing of client products in accordance with customer service and order management objectives
- Collaborated with Sales, QA, Purchasing, Planning, and Production teams to meet client expectations

Idearc Media, *Williston VT* January 2007 – August 2008

District Sales Manager

- Managed a sales team of 6 covering Vermont and part of New Hampshire; consistently met team revenue goals; recruited, trained, developed, and evaluated new team members
- Analyzed productivity, identified areas needing improvement, and implemented action plans to enhance sales and service objectives

Resolution, *South Burlington VT* September 2003 – December 2006

Sales Development and Customer Service Center Manager

- Created company's first sales-focused teams from the ground up, developing; training and managing employees focused on Business to Business, Business to Education, Business to Consumer, and Quality for a multi-channel order and fulfillment entity; sales program was later rolled out to other clients
- Served as the primary liaison between client service executives, sales development, and the customer service center
- Created and implemented quality and sales programs utilized in all functional areas

Verizon, *South Burlington VT* December 1996 – September 2003

Team Leader temporary (October 2002-July 2003)

- Supervised, led, coached, and developed a team of 20 call center sales consultants to achieve corporate sales objectives
- Developed and implemented tactical plans to address key strategic objectives and revenue performance goals; recognized for achieving sales increases
- Communicated information to the team related to corporate vision/strategy, departmental goals, and technology

Service and Sales Consultant; Training Facilitator (December 1996 – October 2002)

- Resolved customer inquiries regarding billing and service issues with a focus on promoting and selling additional services; assisted in dealing with escalated customer complaints
- Elected Chairperson of Onsite Wellness Program, promoting and enabling healthier lifestyles

- Served in a rotational role of Training Facilitator from 2000 to 2002, analyzing, coordinating, and presenting training materials relevant to the Service and Sales Consultant position

EDUCATION

Charter Oak State College, *New Britain CT*
A.S. Degree

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NICOLE D. CLEGG

EXPERIENCE

Senior Vice President of Public Affairs **11/2013 to present**
Planned Parenthood of Northern New England
Serves as key staff on management team for a three state Planned Parenthood, reporting directly to CEO/President. Manages VP of Public Affairs in NH and Vermont, providing strategic advice and support. Leads a staff of twelve in Maine in a variety of areas including public policy, advocacy at local, state and federal levels, communications, and elections. Spokesperson for the national organization in Maine, handling a variety of issues including crisis communications. Manage and supervise staff charged with grassroots organizing, outreach and education. Responsibilities also include oversight of all public communication for both the 501 c(4) and PAC entities, including board management and member communications and related activities.

Director of Communications **1/2008 to 10/2013**
City of Portland, ME
Served as spokesperson for Maine's largest city responding daily to media inquiries; developed citywide communications protocols and provided media training to leadership team, established and managed city's social networking presence; responsible for developing marketing materials for a variety of city programs from affordable housing initiatives to port operations and economic development; functioned as public information officer during crisis and emergency situations within the city; developed messaging and lobbying strategies in both Augusta and Washington DC. Trained by both the NTSB and FEMA in emergency communications.

Director of Communications **6/2006 to 12/2007**
Public Utilities Commission, Augusta ME
Responsible for all public communications including message development for the PUC; projects range from energy efficiency and promotion of clean energy, to consumer protection and general information for consumers regarding public utilities. Managed $3.2 million marketing contract for Efficiency Maine.

Vice President of Public Affairs **8/2001 to 6/2006**
Family Planning Association of Maine, Augusta ME
Responsible for public policy arm of the organization. Chaired a coalition of more than thirty organizations committed to advancing policies designed to expand access to reproductive health care and sexuality education, promote equality for Mainers regardless of gender or sexual orientation, and protect reproductive freedom. Responsibilities also included all political and public communication for the organization.

Director of Communications **9/2005 to11/2005**
Maine Won't Discriminate
Served as Director of Communications for the Maine Won't Discriminate campaign. Responsible for construction of weekly media plans, pitching stories to local and national press, and developing and implementing campaign's messaging points.

EDUCATION

Smith College, Northampton MA **1992**
Received Bachelors of Arts; double major in economics and government.

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Jennifer J. Meyer, CPA, MBA

PROFESSIONAL SUMMARY

Skilled Financial Leader and Licensed CPA (VT) with experience in private companies, non-profit organizations, and public accounting. Wide range of private accounting experience from financial statement preparation, month-end closing, payroll, cash flow management, and software implementation. Extensive non-profit accounting ranging from IRS filings, budgeting, grant accounting and Board document preparation. Public accounting experience in financial statement audits, hedge fund accounting and governmental accounting. Advanced proficiency with QuickBooks, Microsoft Office Suite, Microsoft Dynamics GP, Management Reporter and related third-party products. Proven ability to exceed expectations and work effectively in a variety of workplace and community environments.

PROFESSIONAL EXPERIENCE

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND — Colchester, VT
Director of Finance — January 2020 – Present

- Manage financial operations for organization with operating budget of $28 million and seven entities
- Liaison with external audit firm to manage and execute annual audit and preparation of 990
- Ensure compliance with 501(c)3 IRS guidelines, grant agreements and other funding requirements
- Navigated financial health and viability of organization through the COVID pandemic
- Oversee the annual budget process, monthly production of financial reporting, and insurance coverage for organization
- Successfully navigated organization through fiscal year end transition and two remote based annual audits

GURU MEDIA SOLUTIONS, LLC — Sausalito, CA
Director of Finance & Operations — April 2018 – January 2020

- Manage all aspects of finance, operations, payroll, culture, human resources and administration
- Streamline systems to produce cohesive, consistent financial reporting
- Implemented internal controls in a services organization with all remote employees
- Implement comprehensive employee benefits and support for a remote workplace
- Successfully managed B Corp certification process to completion

BOYS & GIRLS CLUB OF BURLINGTON — Burlington, VT
Director of Finance & Administration — January 2017 – April 2019

- Perform all accounting and administration functions for organization, ranging from IT, payables, cash management, payroll and budgeting
- Ensure compliance with 501(c)3 IRS and grant reporting guidelines (federal, state & private foundations)
- Compile and present financials for Board of Directors presentation
- Liaison with external audit firm to manage and execute annual audit and preparation of 990

JENNIFER J. MEYER ACCOUNTING SERVICES — Park City, UT
Owner — January 2015 – July 2016

- Worked with small businesses to help manage and gain efficiencies within the daily accounting operations
- Ensured the financial health and viability of small business ventures
- Assisted with human resource tasks such as benefits, payroll and personnel issues

CHILDREN'S MIRACLE NETWORK HOSPITALS — Salt Lake City, UT
Assistant Controller — January 2012-June 2014

- Managed implementation of Microsoft Dynamics GP, Management Reporter and transition to a paperless system
- Managed the administration of the annual budgeting process with revenues of $40 million
- Implemented budgeting software for annual expenses of $40 million reducing the burden of budgeting administration
- Liaison with external audit firm to manage and execute annual audit and preparation of 990
- Ensured compliance with 501(c)3 IRS guidelines
- Streamlined month-end closing process from ten days to three business days
- Oversaw and reviewed monthly balance sheet reconciliations to ensure proper accounting practices
- Informally managed and mentored accounting staff of 5 individuals on daily basis
- Responsible for payroll of 130 employees in 26 states and Canada ensuring federal and state payroll regulation compliance

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KPMG LLP — Salt Lake City, UT
Audit Associate — September 2010-January 2012
Audit Intern — May 2010-June 2010

- Audited financial statements of hedge funds including Cannell Capital and Pacificor and fund of funds including Lyster Watson
- Performed audit work for the Department of Energy, specifically in the areas of Budget and Payroll and received Encore Recognition for the engagement
- Drafted and prepared financial statements, including cash flow statements and supplementary schedules for clients
- Experience in accounting technical areas including fair value measurements and disclosures, revenue recognition, and deferred income tax provisions
- Researched published guidelines related to various accounting issues, including FASB pronouncements, financial statement and disclosure presentation, industry/market trends, and proposed solutions to managers and partners
- Received highest rank of performance after first year of employment at the top of my peer class
- Highly involved in campus recruiting efforts in Utah and received Encore Recognition for efforts

Kelliher Samets Volk — Burlington, VT
Accounting Manager — September 2005-July 2008

- Managed daily accounting operations of three offices and annual operating expenses of $6 million
- Performed accounts receivable functions with an annual revenue of $7 million
- Monitored and managed daily cash flow with a daily estimated value of $2 million
- Project manager on the successful implementation of a new full suite agency software
- Streamlined month-end closing process by 2 days
- Oversaw year-end audit and compliance with GAAP
- Responsible for payroll processing of 70 employees in 3 states

Essex Chips — Essex Junction, VT
Bookkeeper, Part-time — July 2006-July 2008

- Supervised all financial matters of a 501(c) 3 non-profit organization
- Reported financial statements of organization to the Executive Director and Board Members
- Assisted in ensuring financial viability from present and future funding sources
- Structured QuickBooks to better suit needs of organization

Johnson Controls — Essex Junction, VT
Site Accounting Coordinator — February 2004-August 2005

- Processed accounts receivable and accounts payable invoices
- Performed month-end reconciliations and journal entries
- Monitored financial activities of site to ensure compliance with contract and customer

CERTIFICATION

- Certified Public Accountant licensed in the State of Vermont
  - License #001.0124634 expires on 7/31/2021
  - Passed all four CPA exams on first attempt

EDUCATION

University of Utah — Salt Lake City, UT

- Master of Business Administration with Accounting Emphasis, May 2010
- Chapter President of the National Association of Women MBA's
- Board Fellow for Ten Thousand Villages (local non-profit) for both years in program
- Member of Beta Alpha Psi
- VITA Income Tax Preparation

University of Rhode Island — Kingston, RI

- Bachelor of Science in Business Administration with Accounting Major, May 2003

COMMUNITY

The Schoolhouse, Board Member and Finance Committee Member — South Burlington, VT
Boys & Girls Club of Burlington, Pipeline Fundraising Committee — Burlington, VT

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Tanya Serota-Winston, APRN, CNM

Professional experience:

2013 – present - Planned Parenthood of Northern New England
Certified Nurse-Midwife

- Provider of direct patient care for sexual and reproductive health including ultrasound, abortion care and gender affirming hormone therapy.
- Work in the role of Director of Clinical Care providing training and supervision to all clinicians employed at Planned Parenthood of Northern New England.
- Work in multidisciplinary teams to develop, implement and revise medical standards and guidelines and clinical initiatives.
- Coordinate and lead continuous quality improvement process efforts through data analysis, project development and planning, systems changes, evaluation and training.

2005 – 2013 Gifford Medical Center Randolph, VT
Certified Nurse-Midwife

- Provider of full-scope inpatient and outpatient women's health care services with a focus on reproductive health.
- Work in collaborative relationships with an extensive group of health care professionals to provide clinical care, develop institutional policies, analyze data and evaluate outcomes.
- Surgical first assistant for cesarean birth.

2004 – 2005 Planned Parenthood of Western Washington
Certified Nurse-Midwife

- Health care team member providing reproductive health care to a diverse group of clients.
- Performed and interpreted on-site ultrasounds.

1999 – 2004 Copley Hospital Morrisville, VT
Registered Nurse

- Worked as an inpatient Registered Nurse in this community based hospital.

Education:

2001 – 2004 Universities of Vermont and Rhode Island

- Master of Science awarded May 2004
- Certificate in Nurse-Midwifery awarded May 2004

1997 – 2001 Norwich University

- Bachelor of Science in Nursing awarded May 2001
- First Assisting for Cesarean Birth at Philadelphia University
- Principles of OB/GYN Ultrasound at Jefferson Medical College
- Completed Implanon/Nexplanon clinical training program

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Sarah M. McGinnis

Planned Parenthood of Northern New England **Burlington, Vermont**

Director of Risk-Quality Management & Security *February 2012 to present*

- Maintains a culture of compliance, quality, and safety by developing, implementing and managing program activities in accordance with PPNNE's mission and strategic goals, PPFA standards and guidelines, and federal and state regulations.
- Manages enterprise wide risk and compliance activities to maintain full accreditation status with PPFA.
- Directs affiliate security program.

Medical Services Associate *August 2010 to January 2012*

- Prepared required reports for internal and external stakeholders.
- Special projects included developing clinician performance evaluation tool, audit process improvement, editing Medical Services policies and manuals, and providing interdepartmental support.

Supply Chain and Contracts Manager *May 2008 to August 2010*

- Controlled the inventory processes for 27 health centers across three states, representing an annual $2M budget.
- Prepared contraceptive demand forecasts, annual budget line item preparation and tracking and quarterly variance reports.

Prime Pods Limited **Cork, Ireland**

(Manufacturer of high-end modular kitchen and bath units for hotels and apartment complexes)

Project Coordinator *April '07 to May '08*

- Exceeded all project management objectives for 2007: 60% over target for net sales profit per unit and 40% over target for units sold.
- Projects managed include a $3.25M Hilton Hotel project, a $1M Kier Build residential project, and a $1.25M PJ Hegarty Construction residential project.

Amgen Technology (Ireland) Limited **Cork, Ireland**

(Global enterprise biotechnical company)

Executive Assistant to Managing Director of European Capital Projects *July '06 to April '07*

- Provided administrative support to executive leadership.
- Developed reporting templates; provided training for and management of electronic documentation control; recorded and issued meeting minutes.

Green Mountain Youth Symphony **Montpelier, Vermont**

(Community-based youth orchestra)

Manager *May '03 to September '05*

- Increased orchestra participation by 45% using a variety of methods: identified and targeted new recruitment areas, wrote press releases and public announcements, updated the website, created a newsletter and fostered relationships with appropriate sponsors and advertisers.
- Prepared Board reports, taxes, and financial reports; managed accounts, wrote grant applications and reports; kept all licensing current; developed scholarship program.

Planned Parenthood of Northern New England **Williston, Vermont**

Patient Financial Services Coordinator *1996 - 2003*

- Successfully managed the introduction of multiple new products and services.
- Analyzed laboratory processes for cost and revenue improvement, enhanced customer service and improved workflow.
- Updated and streamlined fee structures, using a tool kit of budget projections, industry costing standards and internal financial analysis. Ensured regulatory compliance.

Education

Community College of Vermont 1992 Montpelier, Vermont

Completed History and Software Applications course work.

Antioch University 1982-1985 Yellow Springs, Ohio

Completed two years' History and Literature course work, and three work internships.

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Kathryn B. Laing

Professional experience

Director for Governmental Grants
Planned Parenthood of Northern New England
Colchester, Vermont

Reporting line: Yvonne Lockerby, VP for Centralized Services
Dates: March 2018 - present

Development Manager
Fletcher Free Library
Burlington, Vermont

Reporting line: Mary Danko, Library Director
Dates: March 2014 – to present

Grants & Contracts Manager
Lund Family Center
Burlington & South Burlington, Vermont

Reporting line: Elizabeth Knox, then Director of Development at Lund
Dates of employ: September 2011 – February 2014

Grants Manager
International Center for Tropical Agriculture – CIAT (Spanish acronym), a CGIAR center located in Cali, Colombia

Reporting line: Albin Hubscher, then Deputy Director General for Corporate Services
Dates: July 2005 – June 2009

Various positions between January 1996- June 2005
International Center for Tropical Agriculture – CIAT (Spanish acronym)
Cali, Colombia

Education

- MA in International Relations – Australian National University (ANU), Canberra, Australia.
  Dates: February 2001 – June 2003
- Cambridge Certificate in Teaching English as a Foreign Language to Adults (CTEFLA). UK, 1993
- BA in Psychology & History – Australian National University (ANU), Canberra, Australia
  Dates: 1989 – 1992
- School:
  - Frensham School, Mittagong, Australia – 11-12th grade
  - Colegio Bolívar, Cali, Colombia – K-10th grade

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Planned Parenthood®
of Northern New England

THE MISSION OF PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND IS TO PROVIDE, PROMOTE, AND PROTECT ACCESS TO REPRODUCTIVE HEALTH CARE AND SEXUALITY EDUCATION SO THAT ALL PEOPLE CAN MAKE VOLUNTARY CHOICES ABOUT THEIR REPRODUCTIVE AND SEXUAL HEALTH.

TITLE: **PRESIDENT & CEO**

GRADE:
EXEMPT

DESCRIPTION:

The President/CEO is responsible for leading PPNNE and PPNNE Action Fund in fulfilling our mission and maintaining our leadership position in the health care marketplace. S/he reports to the PPNNE Board of Directors and is evaluated annually by the board and staff. The President/CEO is responsible for the day-to-day management and operations of the organization. S/he is responsible for an annual budget of approximately $19 million; manages a paid staff of 200 across Maine, New Hampshire, and Vermont; provides leadership in public policy initiatives; and serves as the organization's chief spokesperson and representative in a variety of settings, including fundraising efforts. The President/CEO works in partnership with the Board of Trustees and Staff to implement our strategic vision in order to reach and serve our target audiences and ensure the financial integrity of PPNNE.

PPNNE operates health centers across Northern New England in Maine (Biddeford, Portland, Sanford, and Topsham), in New Hampshire (Claremont, Derry, Exeter, Keene, Manchester, and West Lebanon), and in Vermont (Barre, Bennington, Brattleboro, Burlington, Hyde Park, Middlebury, Newport, Rutland, St. Albans, St. Johnsbury, and Williston).

Central Administration is located in Burlington, Vermont. External Affairs and additional Administration offices are located in Concord, New Hampshire and Portland, Maine.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The President/CEO's primary responsibilities include, but are not limited to, the following:

Strategic and Operational Leadership: The President/CEO is responsible for leading PPNNE's transition to a new healthcare marketplace.

- Lead the board of directors and staff to further PPNNE's strategic vision and develop priorities that optimize its ability to achieve its mission.
- Lead and manage activities to implement strategic plans, goals, and operating priorities; measure and report goal achievement, evaluate results, and revise strategies as necessary.
- Ensure that PPNNE's operations are consistent with its governing documents, maintain the highest level of medical and service standards, and are true to its mission.
- Leverage technology by supporting efficient methods to reach new audiences.
- Provide effective ongoing communication with staff around agency priorities and goals.
- Ensure that resources are well managed to effectively support current operations and strategic plans.
- Identify needs for organization or policy changes, and manage change processes effectively.
- Maintain focus on long-term effectiveness of PPNNE while ensuring operational excellence in daily activities.
- Identify new and innovative opportunities for PPNNE to make an impact on reproductive health and sexuality education in the region.

Financial Management and Revenue Generation: The President/CEO is responsible for ensuring consistent and sufficient diversified revenue streams to fund PPNNE operations and long-term sustainability.

- Working closely with the CFO, oversee preparation of the annual budget.
- In collaboration with the VP of Development, create a fundraising strategy.
- Assist in finding new funding sources, including individuals and foundations.

- Develop and oversee a strategy that will increase patient fee revenue, from both private and public payers, in the post ACA environment.
- Develop and maintain face-to-face connections with PPNNE major donors through gift solicitations.
- Ensure compliance with multi-state and federal regulators and funders.
- Oversee development of flexible and responsive business models and practices.
- Continually improve PPNNE's business practices.
- Create and manage an annual budget that results in an overall positive cash flow position for the agency throughout the year.

Spokesperson for PPNNE: The President/CEO is responsible for increasing PPNNE's visibility in all of our area communities, and serving as a spokesperson on issues related to our mission. Using a variety of public forums, s/he will work with appropriate staff to:

- Craft a proactive media strategy.
- Promote PPNNE's agenda for reproductive health, sexuality education, and our role in the new health care marketplace.
- Play a leading role in building coalitions and strategic partnerships with key community members.
- Make the case for the Capital Campaign with passion and vision.
- Support the development of new models of education and outreach to engage young women and men as patients, advocates, and future supporters.

Staff Leadership and Development: The President/CEO is responsible for maintaining and enhancing PPNNE's organizational culture.

- Hire and work collaboratively with a highly effective senior management team: VP of Business Operations; CFO; VP of Development; Director of Health Center Operations; Directors of Public Policy; VP of Human Resources; and the Medical Director.
- Foster a work environment that encourages and rewards commitment, productive engagement, and growth.
- Provide effective, ongoing communication with staff around agency priorities and goals, and ensure staff alignment around response to emerging customer needs.
- Use feedback from staff and clients to improve processes and services.
- Provide regular evaluations to senior management to help them develop and enhance their skills.
- Ensure integration among departments.
- Maintain the highest ethical standards and integrity for self and all staff members.
- Develop and implement effective succession planning strategies for senior level positions, including President/CEO position.

Public Policy: The President/CEO works collaboratively with the Directors of Public Affairs in ME, NH, & VT to develop a bold and aggressive public policy and regulatory agenda to promote the interests of PPNNE and its leadership role.

- When possible, represent PPNNE in public policy matters vital to the organization's mission—including in the media and before legislative and administrative bodies.
- Maintain an on-going command of public policy related to health care reform at the local, state, and federal levels.
- Cultivate and maintain professional relationships with key players in executive, legislative, and regulatory branches of state government in each state and at the local and federal levels as appropriate.
- Provide on-going guidance to public policy staff on agency and strategic plan priorities.

PPNNE Culture: The President/CEO actively participates in and models PPNNE core values and Board Policies. S/he will:

- Build a culture of trust and open communication to foster a workplace marked by good will, humor, collegiality, and camaraderie.
- Model creativity and accountability in the workplace.
- Approach problems from a systems perspective.
- Foster collaboration, cohesion, and unity of purpose throughout the organization.
- Participate in authentic conversations with colleagues and customers; develop and strengthen skills in giving and receiving feedback in self and others; adopt the use of feedback as a tool for decision-making and performance evaluations.

PPFA Membership: The President/CEO is responsible for developing a strong relationship with PPFA and providing an information link with national and international issues for staff and board.

- Be an active participant and leader in national forums.

- Develop relationships with key affiliate and national staff.
- Ensure PPNNE's compliance with PPFA's accreditation standards.

Board Relations: In partnership with the Board Chair, The President/CEO will support strategies to ensure that PPNNE attracts, motivates, and retains members of its Board of Directors who effectively fulfill their governance responsibilities and are committed to achieving the affiliate's mission.

- Use time and talents of Board members effectively to advance the mission.
- Provide strong staff support and regular operational and financial data to the Board.
- Ensure regular and clear communication with the Board on a consistent basis.
- Actively support the ongoing work of board committees.

SUPERVISION RECEIVED:

General direction is received from the Board of Directors and specific direction from the board chair.

SUPERVISION EXERCISED:

Direct administration and functional supervision of the Medical Director and Senior Management, and indirect supervision of all PPNNE staff.

QUALIFICATIONS:

* Bachelor's degree in an appropriate discipline, with Master's degree preferred, plus five or more years of relevant non-profit, health program planning and management, and leadership experience, or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired.
* Demonstrated commitment to reproductive rights and an understanding of the range of critical issues at stake today.
* Broad base of knowledge related to health care delivery generally and reproductive healthcare specifically.
* Proven leadership in a service-driven institution, preferably within the healthcare field, and sophisticated understanding of healthcare delivery, payment, and the complexities of healthcare reform.
* Experience in financial planning and prudent management with a similar size budget and complexity.
* Demonstrated excellent program, financial, and personnel management skills.
* Demonstrated excellent advocacy skills and political judgment. Must be capable of building coalitions and strategic partnerships within and across the three-state region, and with a diversity of constituents.
* Demonstrated ability to effectively represent the agency to a broad range of outside constituencies.
* Commitment to a team orientation and willingness to participate in constant and ongoing feedback with colleagues.
* Proven management skills with demonstrated business acumen to ensure sustainable results-oriented business operations. Ability to delegate authority and responsibilities appropriately and be capable of managing a three-state organization with different regulatory and compliance requirements while incorporating client satisfaction into all aspects of operations.
* Demonstrated success and experience in raising money for non-profit organizations and enthusiasm for developing productive relationships with foundations and major donors.
* Outstanding public presentation and writing skills and the capacity to communicate effectively with the media, policy makers, and other stakeholders in an influential and compelling manner.
* Facility with new technology, its use in operations, as well as communications and social media.

Planned Parenthood of Northern New England is an Equal Opportunity Employer. Qualified applicants are considered for employment without regard to age, race, color, religion, gender, national origin, sexual orientation, disability, or veteran status.

_____
Employee Name

_____ _____
Employee Signature Date

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New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Planned Parenthood of Northern New England/NH Family Planning

Name of RFP: FY21 Amendment/Family Planning

Budget Period: July 1, 2021 - December 31, 2021

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site*
Administrative Salaries:							
HR Associate	Vacant	$23.08	37.50	$0.00	$3,795.70	$3,795.70	Admin
Administrative Associate	Vacant	$16.00	37.50	$0.00	$2,631.33	$2,631.33	Admin
CEO	Vacant	$123.46	37.50	$0.00	$20,305.98	$20,305.98	Admin
Temp Accountant - AR/Grants	Vacant	$25.00	37.50	$0.00	$2,055.73	$2,055.73	Admin
Director of Human Resources	BC	$49.23	37.50	$0.00	$8,096.42	$8,096.42	Admin
Sr. Recrtmnt & Emplm Spcl	JD	$28.05	37.50	$0.00	$4,613.07	$4,613.07	Admin
Human Resources Admnstrt	KG	$22.66	37.50	$0.00	$3,726.63	$3,726.63	Admin
Assistant Director of Human Re	AH	$39.40	37.50	$0.00	$6,480.09	$6,480.09	Admin
Coordinator of Bnd & Eqee	AK	$25.13	37.50	$0.00	$4,198.45	$4,198.45	Admin
Accountant - Accts Rcv Or	AM	$28.79	37.50	$0.00	$4,734.77	$4,734.77	Admin
Senior Accountant	MM	$30.60	37.50	$0.00	$5,098.04	$5,098.04	Admin
Director of Finance	JM	$65.39	37.50	$0.00	$10,753.94	$10,753.94	Admin
Accounting Associate/A.P.	PM	$18.21	37.50	$0.00	$2,994.79	$2,994.79	Admin
Senior Accountant	KP	$35.15	35.00	$0.00	$5,456.57	$5,456.57	Admin
HR Associate	KP	$19.89	37.50	$0.00	$3,271.08	$3,271.08	Admin
Dir DEI and Org Clv	Vacant	$47.08	37.50	$0.00	$7,808.32	$7,808.32	Admin
Total Admin. Salaries				$0.00	$96,023.91	$96,023.91	
Direct Service Salaries:							
Health Care Associate II	Vacant	$16.49	22.00	$925.33	$7,846.69	$8,772.02	Claremont
Adv Prac Clin FL II	Various	$50.05	3.00	$382.98	$3,247.64	$3,630.63	Claremont
Regional Site Manager	MB	$26.50	15.00	$1,013.89	$8,597.66	$9,611.55	Claremont
Assistant Site Manager	ML	$21.44	15.00	$820.29	$6,955.99	$7,776.29	Claremont
Adv Prac Clinician III	WM	$55.09	22.00	$3,091.36	$26,214.32	$29,305.68	Claremont
Health Care Associate I	RP	$15.75	22.00	$883.81	$7,494.56	$8,378.37	Claremont
Adv Prac Clin FL II	Various	$50.05	11.00	$1,404.27	$11,908.03	$13,312.30	Derry
Health Care Associate II	AA	$16.16	37.50	$1,545.70	$13,107.38	$14,653.08	Derry
Health Care Associate II	JC	$16.00	37.50	$1,530.40	$12,977.60	$14,508.00	Derry
HCA Site Manager	ND	$28.06	37.50	$2,683.94	$22,759.47	$25,443.41	Derry
Health Care Associate I	AO	$15.91	37.50	$1,521.79	$12,904.60	$14,426.39	Derry
Adv Prac Clinician II	AH	$49.35	32.00	$4,028.01	$34,157.04	$38,185.06	Derry
Health Care Associate III	LO	$20.43	8.00	$416.88	$3,535.10	$3,951.98	Derry
Adv Prac Clinician I	KR	$41.50	8.00	$846.82	$7,180.94	$8,027.76	Derry
Adv Prac Clin FL II	Various	$50.05	11.00	$1,404.27	$11,908.03	$13,312.30	Exeter
Health Care Associate I	CB	$15.75	30.00	$1,205.19	$10,219.86	$11,425.05	Exeter
HCA Site Manager	AB	$28.21	37.50	$2,506.99	$21,258.93	$23,765.92	Exeter
Lead HCA	BL	$19.38	30.00	$1,513.48	$12,834.16	$14,347.64	Exeter
Adv Prac Clinician II	KT	$49.93	30.00	$3,820.64	$32,398.58	$36,219.22	Exeter
Health Care Associate II	NW	$16.16	30.00	$1,236.56	$10,485.90	$11,722.46	Exeter
Health Care Associate I	Vacant	$16.49	34.50	$1,451.09	$12,305.04	$13,756.12	Keene
Adv Prac Clin FL II	Various	$50.05	3.00	$382.98	$3,247.64	$3,630.63	Keene
Adv Prac Clin FL II	Various	$50.05	7.50	$957.46	$8,119.11	$9,076.57	Keene
Adv Prac Clinician II	RA	$46.83	30.00	$3,583.43	$30,387.05	$33,970.48	Keene
Regional Site Manager	MB	$26.50	19.50	$1,318.06	$11,176.96	$12,495.02	Keene
Health Care Associate III	AF	$19.38	34.50	$1,705.40	$14,461.59	$16,166.99	Keene
Assistant Site Manager	ML	$21.44	19.50	$1,066.38	$9,042.79	$10,109.17	Keene
Health Care Associate III	CM	$16.63	34.50	$1,463.41	$12,409.51	$13,872.91	Keene
Health Care Associate II	JR	$16.37	34.50	$1,440.53	$12,215.49	$13,656.02	Keene
Adv Prac Clinician I	HW	$45.39	27.00	$3,125.92	$26,507.40	$29,633.32	Keene
Health Care Associate III	JW	$16.72	34.50	$1,471.33	$12,476.66	$13,947.99	Keene
Adv Prac Clin FL II	Various	$50.05	28.00	$3,574.51	$30,311.35	$33,885.85	Manchester
HCA Site Manager	DA	$33.21	27.50	$2,329.46	$19,753.53	$22,082.99	Manchester
Health Care Associate III	SB	$18.44	27.50	$1,293.44	$10,968.23	$12,261.68	Manchester
Adv Prac Clinician I	AC	$43.08	20.00	$2,197.65	$18,635.83	$20,833.49	Manchester
Lead HCA	GC	$20.00	27.50	$1,441.02	$12,219.71	$13,660.73	Manchester
Adv Prac Clinician II	ED	$51.42	7.00	$918.09	$7,785.26	$8,703.35	Manchester
Assistant Site Manager	CD	$23.03	27.50	$1,653.56	$14,021.97	$15,675.53	Manchester
Health Care Associate I	AH	$15.91	27.50	$1,115.98	$9,463.37	$10,579.35	Manchester
Health Care Associate II	DJB	$16.78	27.50	$1,215.16	$10,304.43	$11,519.59	Manchester
Lead HCA	HJ	$20.25	27.50	$1,420.40	$12,044.83	$13,465.24	Manchester
Adv Prac Clinician III	CK	$55.09	2.00	$281.03	$2,383.12	$2,664.15	Manchester
Health Care Associate III	DL	$18.96	27.50	$1,329.92	$11,277.53	$12,607.45	Manchester
Health Care Associate I	EL	$15.91	25.50	$1,034.82	$8,775.13	$9,809.95	Manchester
Health Care Associate I	AM	$16.22	25.50	$1,054.98	$8,946.11	$10,001.09	Manchester
Health Care Associate II	LO	$16.37	27.50	$1,148.25	$9,736.98	$10,885.23	Manchester
Adv Prac Clinician I	KR	$41.50	24.00	$2,540.46	$21,542.82	$24,083.28	Manchester
Health Care Associate III	HB	$16.88	27.50	$1,184.02	$10,040.34	$11,224.36	Manchester
Health Care Associate II	SW	$16.63	27.50	$1,166.48	$9,891.63	$11,058.12	Manchester
Adv Prac Clinician I	DW	$45.18	8.00	$691.43	$5,863.28	$6,554.71	Manchester
Behavioral Health	Various	Varies	Varies	$0.00	$76,849.73	$76,849.73	Various
Central Support Services	Various	Varies	Varies	$0.00	$37,350.22	$37,350.22	Various
Centralized Clinical Support Se	Various	Varies	Varies	$0.00	$79,943.59	$79,943.59	Various
Float Program	Various	Varies	Varies	$0.00	$7,647.02	$7,647.02	Various
HCD Supply Chain/Blue/Mail	Various	Varies	Varies	$0.00	$17,599.15	$17,599.15	Various
Health Care Delivery Operatior	Various	Varies	Varies	$0.00	$171,357.03	$171,357.03	Various
In House Lab	Various	Varies	Varies	$0.00	$7,867.90	$7,867.90	Various
Patient Accounts	Various	Varies	Varies	$0.00	$46,618.43	$46,618.43	Various
Population Health	Various	Varies	Varies	$0.00	$23,059.11	$23,059.11	Various
Telehealth	Various	Varies	Varies	$0.00	$55,131.65	$55,131.65	Various
Total Direct Salaries				$78,339.29	$1,187,731.00	$1,266,070.29	
Total Salaries by Source				$78,339.29	$1,283,754.91	$1,362,094.20	

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

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New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Planned Parenthood of Northern New England/NH Family Planning

Name of RFP: FY21 Amendment/TANF

Budget Period: July 1, 2021 - December 31, 2021

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site*
Administrative Salaries:							
HR Associate	Vacant	$23.08	37.50	$0.00	$345.91	$345.91	Admin
Administrative Associate	Vacant	$16.00	37.50	$0.00	$239.80	$239.80	Admin
CEO	Vacant	$123.49	37.50	$0.00	$1,850.78	$1,850.78	Admin
Temp Accountant - AR/Grants	Vacant	$25.00	37.50	$0.00	$187.34	$187.34	Admin
Director of Human Resources	BC	$49.23	37.50	$0.00	$737.84	$737.84	Admin
Sr. Rectmnt & Emptm Spcl	JO	$28.05	37.50	$0.00	$420.39	$420.39	Admin
Human Resources Admnstrt	KG	$22.66	37.50	$0.00	$339.61	$339.61	Admin
Assistant Director of Human Reso	AH	$39.40	37.50	$0.00	$590.54	$590.54	Admin
Coordinator of Brd & Exec	AK	$25.13	37.50	$0.00	$382.61	$382.61	Admin
Accountant - Accts Rcv Gr	AM	$28.79	37.50	$0.00	$431.48	$431.48	Admin
Senior Accountant	MM	$30.60	37.50	$0.00	$464.59	$464.59	Admin
Director of Finance	JM	$65.39	37.50	$0.00	$980.02	$980.02	Admin
Accounting Associate/A.P.	PM	$18.21	37.50	$0.00	$272.92	$272.92	Admin
Senior Accountant	KP	$35.15	35.00	$0.00	$497.26	$497.26	Admin
HR Associate	KP	$19.89	37.50	$0.00	$298.10	$298.10	Admin
Dir DEI and Org Ctr	Vacant	$47.08	37.50	$0.00	$711.58	$711.58	Admin
Total Admin. Salaries				$0.00	$8,750.77	$8,750.77	
Direct Service Salaries:							
Education Coordinator	CD	$18.54	37.50	$17,619.01	$457.49	$18,076.50	Admin
Mktg Graphic Degn Coord	KB	$19.08	7.50	$3,622.64	$94.06	$3,716.70	Admin
Director Marketing & Comm	AL	$37.33	7.50	$7,095.12	$184.23	$7,279.35	Admin
Pop Health Program Mngr	SH	$30.91	37.50	$29,374.52	$762.73	$30,137.25	Various
Total Direct Salaries				$57,711.29	$1,498.51	$59,209.80	
Total Salaries by Source				$57,711.29	$10,249.28	$67,960.57	

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 28, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend existing contracts with the vendors listed in bold below for family planning services, by decreasing the total price limitation by $18,615 from $6,740,866 to $6,722,251 with no change to the contract completion dates of June 30, 2021 effective upon Governor and Council approval. 100% General Funds.

The original contracts and subsequent amendments were approved by Governor and Council as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Amoskeag Health	**157274 -B001**	**Manchester, NH**	**$530,172**	**($556)**	**$529,616**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Community Action Program – Belknap Merrimack Counties, Inc.	177203 -B003	Concord, NH	$773,790	$0	$773,790	O: 11/08/2017 Item #21A A01: 8/14/2018
Concord Hospital, Inc. Family Health Center	**177653 -B011**	**Concord, NH**	**$518,196**	**($453)**	**$517,743**	**O: 11/08/2017 Item #21A A01: 8/14/2018 A02: 06/19/19 Item #78F A03: 12/18/19 Item #16**
Coos County Family Health	**155327 -B001**	**Berlin, NH**	**$314,540**	**($1,052)**	**$313,488**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**

Equality Health Center	**257562 -B001**	**Concord, NH**	**$359,600**	**($619)**	**$358,981**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Joan G. Lovering Health Center	**176132 -R001**	**Greenland, NH**	**$445,792**	**($102)**	**$445,690**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Lamprey Health Care	**177677 -R001**	**Nashua, NH**	**$925,204**	**($2,276)**	**$922,928**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
Mascoma Community Health Care, Inc.	283136 -B001	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177528 -R002**	**Colchester, VT**	**$2,296,000**	**($13,557)**	**$2,282,443**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F A02: 12/18/19 Item #16**
White Mountain Community Health Center	174170 -R001	Conway, NH	$377,572	$0	$377,572	O: 11/08/2017 Item #21A A01: 06/26/19 Late Item #A
		Total:	**$6,740,866**	**($18,615)**	**$6,722,251**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to reduce funding for contractors funded through the family planning program in order to allow the Department to fund the Family Planning Program database.

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse. Approximately 14,000 individuals will be served from July 1, 2020 to June 30, 2021.

The Family Planning Program database is essential to programmatic activities, performance, and required for program evaluation. In the past, the database was funded solely through federal funds. However, federal regulations do not allow the use of federal funds for this database.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other clinical services including breast and cervical cancer screenings. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The Department will continue monitoring contracted services using the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the Department will be unable to fund the Family Planning Program database, which is essential to programmatic activities, performance, and required program evaluation. Without the Family Planning Program database, the program will not be in federal compliance with the Office of Population Affairs Title X program requirements, which could result in program would losing federal funding.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2020	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
2021	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2021	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
			Subtotal:	*$592,534*	*$0*	*$592,534*

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% Federal Funds

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$193,034*	$0	*$193,034*

[redacted]

Family Planning Fiscal Details

Coos County Family Health Center — Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$132,548*	*$0*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$156,800*	*$0*	*$156,800*

Joan G. Lovering Health Care — Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$199,896*	*$0*	*$199,896*

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	*$403,164*	*$0*	*$403,164*

Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$219,850	$0	$219,850

Mascoma Community Health Center			Vendor ID #283138-B001			
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$154,764	$0	$154,764
			AU 5530 TOTALS:	$2,385,022	$0	$2,385,022

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% General Funds

Concord Hospital				Vendor ID #177653-B011		PO 1059188
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$96,517	$0	$96,517
2021	102-500731	Contracts for Program Services	90080208	$96,517	($453)	$96,064
			Subtotal:	*$193,034*	*($453)*	*$192,581*

Coos County Family Health Center				Vendor ID #155327-B001		PO 1069366
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$66,274	$0	$66,274
2021	102-500731	Contracts for Program Services	90080208	$66,274	($1,052)	$65,222
			Subtotal:	*$132,548*	*($1,052)*	*$131,496*

Family Planning Fiscal Details

Equality Health Center				Vendor ID #257582-B001		PO 1069192
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$78,400	$0	$78,400
2021	102-500731	Contracts for Program Services	90080208	$78,400	($619)	$77,781
			Subtotal:	*$156,800*	*($619)*	*$156,181*
Joan G. Lovering Health Care				Vendor ID #175132-R001		PO 1069193
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$99,948	$0	$99,948
2021	102-500731	Contracts for Program Services	90080208	$99,948	($102)	$99,846
			Subtotal:	$199,896	($102)	$199,794
Lamprey Health Care				Vendor ID #177677-R001		PO 1069349
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$201,582	$0	$201,582
2021	102-500731	Contracts for Program Services	90080208	$201,582	($2,276)	$199,306
			Subtotal:	*$403,164*	*($2,276)*	*$400,888*
Amoskeag Health		Vendor ID #157274-B001				PO 1069352
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$109,925	$0	$109,925
2021	102-500731	Contracts for Program Services	90080208	$109,925	($556)	$109,369
			Subtotal:	*$219,850*	*($556)*	*$219,294*
Planned Parenthood of Northern New England				Vendor ID #177528-R002		
100% General Funds						PO 1069194
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$874,000	$0	$874,000
2021	102-500731	Contracts for Program Services	90080208	$874,000	($13,557)	$860,443
			Subtotal:	*$2,296,000*	*($13,557)*	*$2,282,443*
			AU 5530 TOTALS:	$3,601,292	($18,615)	$3,582,677

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500

2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care		Vendor ID #177677-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center		Vendor ID #283136-B001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center		Vendor ID #174170-R001				
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6146 TOTAL:	$754,552	$0	$754,552
			Totals	$6,740,866	($18,615)	$6,722,251

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Family Planning Services

This 3rd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Planned Parenthood of Northern New England (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 784 Hercules Drive, Suite 110 Colchester, VT 05446.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017, (Item #21A), as amended on June 19, 2019, (Late Item #78), and as amended on December 18, 2019, (Item # 16), 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, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,282,443.

2. Modify Exhibit B, Amendment #2 Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Exhibit B-2 Amendment #2, Exhibit B-3 Amendment #2 and Exhibit B-4, Amendment #3.

3. Modify Exhibit B-4, Amendment #2 Budget, Family Planning Funds, State Fiscal Year 2021 by replacing in its entirety with Exhibit B-4, Amendment #3 Budget, Family Planning Funds, State Fiscal Year 2021, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. 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

5/28/2020
Date

for Name: Lisa Morris
Title: Director

Planned Parenthood of Northern New England

5/20/20
Date

Name: Meagan Gallagher
Title: President/CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

June 9, 2020
Date

J Christopher Marshall
Name:
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit B-4 Budget, Amendment #3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Planned Parenthood of Northern New England, Inc.

Budget Request for: Family Planning Services

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 2,044,095.84	$ 208,157.00	$ 2,304,252.84	$ 1,637,613.00	$ 208,157.00	$ 1,845,770.00	$ 420,483	$ -	$ 420,483
2. Employee Benefits	$ 527,394.72	$ 51,466.93	$ 578,861.65	$ 419,644.41	$ 51,466.93	$ 471,111.34	$ 107,750	$ -	$ 107,750
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 8,141.56	$ 4,998.41	$ 14,139.97	$ 7,275.88	$ 4,998.41	$ 12,272.29	$ 1,866	$ -	$ 1,866
Repair and Maintenance	$ 7,516.40	$ 33,989.19	$ 41,505.59	$ 5,950.75	$ 33,989.19	$ 39,939.94	$ 1,556	$ -	$ 1,556
Purchase/Depreciation	$ 3,656.63	$ 10,996.50	$ 14,653.13	$ 2,909.58	$ 10,996.50	$ 13,906.08	$ 747	$ -	$ 747
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 83,987.00	$ -	$ 83,987.00	$ 66,811.87	$ -	$ 66,811.87	$ 17,155	$ -	$ 17,155
Pharmacy	$ 575,642.15	$ -	$ 575,642.15	$ 458,050.47	$ -	$ 458,050.47	$ 117,612	$ -	$ 117,612
Medical	$ 131,858.83	$ -	$ 131,858.83	$ 104,918.18	$ -	$ 104,918.18	$ 26,940	$ -	$ 26,940
Office	$ 27,115.91	$ 5,795.08	$ 32,910.99	$ 21,575.85	$ 5,795.08	$ 27,371.03	$ 5,540	$ -	$ 5,540
6. Travel	$ 53,676.89	$ 8,207.08	$ 61,883.97	$ 42,710.34	$ 8,207.08	$ 50,917.42	$ 10,967	$ -	$ 10,967
7. Occupancy	$ 375,249.25	$ 23,434.72	$ 398,683.98	$ 298,583.28	$ 23,434.72	$ 322,018.00	$ 76,666	$ -	$ 76,666
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 74,248.18	$ 4,901.25	$ 79,149.44	$ 68,078.77	$ 4,901.25	$ 83,980.03	$ 15,169	$ -	$ 15,169
Postage	$ 19,705.00	$ 624.38	$ 20,329.38	$ 15,679.14	$ 624.38	$ 16,303.53	$ 4,026	$ -	$ 4,026
Subscriptions	$ 14,628.35	$ 13,613.24	$ 28,241.59	$ 11,639.68	$ 13,613.24	$ 25,252.92	$ 2,989	$ -	$ 2,989
Audit and Legal	$ -	$ 35,029.53	$ 35,029.53	$ -	$ 35,029.53	$ 35,029.53	$ -	$ -	$ -
Insurance	$ 22,598.77	$ -	$ 22,598.77	$ 17,980.18	$ -	$ 17,980.18	$ 4,617	$ -	$ 4,617
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 58,813.00	$ 2,947.79	$ 61,760.79	$ 46,797.11	$ 2,947.79	$ 49,744.90	$ 12,016	$ -	$ 12,016
11. Staff Education and Training	$ 3,684.86	$ 5,566.85	$ 9,251.71	$ 2,839.98	$ 5,566.85	$ 8,406.83	$ 755	$ -	$ 755
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Outside Printing	$ 9,401.23	$ 89.33	$ 9,490.60	$ 7,480.54	$ 89.33	$ 7,569.86	$ 1,921	$ -	$ 1,921
Bank fees/Miscellaneous	$ 28,732.63	$ 3,114.95	$ 31,847.58	$ 22,842.36	$ 3,114.95	$ 25,957.31	$ 5,870	$ -	$ 5,870
Professional Services	$ 178,369.37	$ 100,522.93	$ 278,892.31	$ 100,561.35	$ 100,522.93	$ 201,074.18	$ 25,818	$ -	$ 25,818
TOTAL	$ 4,311,534.64	$ 613,455.18	$ 4,924,989.81	$ 3,351,081.74	$ 613,455.18	$ 3,964,536.92	$ 860,243	$ -	$ 860,243

Indirect As A Percent of Direct 12.7%

Contractor Initials MG
Date 5/21/20

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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December 3, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **retroactively** amend an existing agreement with the vendors listed below in **bold**, to provide Family Planning Services, by increasing the price limitation by $1,200,000 from $5,540,866 to $6,740,866, effective July 1, 2019, with no change to the completion date of June 30, 2021, upon Governor and Executive Council approval. 100% General Funds.

Seven (7) of the ten (10) vendors, which includes Planned Parenthood of Northern New England (PPNNE), have attested to their inability to participate in the Title X program as recent federal regulations inhibit their ability to provide a full range of family planning services. Six (6) vendors do not see an increase in their overall budget as General Funds will backfill their existing budgets. PPNNE will receive additional General Funds to restore their federal Title X award to allow them to continue to provide comprehensive family planning services.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Decrease Amount – Federal Funds	Increased Amount- General Funds	Revised Modified Budget	G&C Approval
Amoskeag Health	**157274-B001**	**Manchester, NH**	**$530,172**	**($105,894)**	**$105,894**	**$530,172**	**O: 11/08/2017 A01: 06/19/19 Item #78F**
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	$773,790	$0	$0	$773,790	O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$518,196**	**($92,978)**	**$92,978**	**$518,196**	**O: 11/08/2017 Item #21A A01: 08/14/2018 A02: 06/26/19 Late Item #A**
Coos County Family Health	**155327-B001**	**Berlin, NH**	**$314,540**	**($63,844)**	**$63,844**	**$314,540**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Equality Health Center	**257562-B001**	**Concord, NH**	**$359,600**	**($75,524)**	**$75,524**	**$359,600**	O: 11/08/2017 Item #21A **A02: 06/26/19 Late Item #A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$445,792**	**($96,282)**	**$96,282**	**$445,792**	O: 11/08/2017 Item #21A **A02: 06/26/19 Late Item #A**
Lamprey Health Care	**177677-R001**	**Nashua, NH**	**$925,204**	**($194,190)**	**$194,190**	**$925,204**	**O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F**
Mascoma Community Health Care, Inc.	283136-B001	Canaan, NH	$200,000	$0	$0	$200,000	O: 11/08/2017
Planned Parenthood of Northern New England	**177528-R002**	**Colchester, VT**	**$1,096,000**	**$0**	**$1,200,000**	**$2,296,000**	**O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A**
White Mountain Community Health Center	174170-R001	Conway, NH	$377,572	$0	$0	$377,572	O: 11/08/2017 Item #21A A02: 06/26/19 Late Item #A
		Total	**$5,540,866**	**($628,712)**	**$1,828,712**	**$6,740,866**	

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **retroactive** because funds anticipated to be available in Fiscal Year 2020 were not yet appropriated in the operating budget due to the continuing resolution; funds became available on September 25, 2019.

The purpose of this request is to implement section 902010-5530 of HB3. These general funds will supplant federal Title X funding allowing the New Hampshire Family Planning Program (NHFPP) to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations.

The funding change is due to changes in federal regulation of the Title X program. Seven of the ten Title X agencies have attested that they will no longer participate in the Title X program (as of July 1, 2019) as the federal rule change limits their ability to provide a full range of family planning services including limiting their ability to refer patients for abortion services. Two agencies have attested that they will continue to provide services under Title X. One agency, Mascoma Community Health Care has notified DHHS that they will no longer participate in the NH family planning program as of July 1, 2019. In accordance with HB3, this contract utilizes general funds to replace federal funds. Other than NH DHHS, the only agency that contracted directly with the federal gov't for Title X funding was PPNNE (PPNNE does not receive federal funds through DHHS). As PPNNE is no longer accepting Title X federal funds, PPNNE will receive additional general funds of $1.2M in accordance with HB3.

Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. Through this contract, the New Hampshire Family Planning Program is partnering with health centers in both rural and urban settings to ensure that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State, as there is no other system for affordable, comprehensive reproductive health care services.

Through this contract, the New Hampshire Family Planning Program will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities, which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 100% General Funds.

In the event that the Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

Family Planning Fiscal Details

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2020	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
2021	102-500731	Contracts for Program Services	90080206	$92,980	$0	$92,980
2021	102-500731	Contracts for Program Services	90080207	$32,669	$0	$32,669
			Subtotal:	*$592,534*	*$0*	*$592,534*

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2020	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
2021	102-500731	Contracts for Program Services	90080206	$40,030	$0	$40,030
2021	102-500731	Contracts for Program Services	90080207	$43,078	$0	$43,078
			Subtotal:	*$332,432*	*$0*	*$332,432*
			Total	$924,966	$0	$924,966

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% Federal Funds

Concord Hospital Vendor ID #177653-B011

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
2021	102-500731	Contracts for Program Services	90080206	$46,489	($46,489)	$0
			Subtotal:	*$286,012*	*($92,978)*	*$193,034*

Coos County Family Health Center — Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
2021	102-500731	Contracts for Program Services	90080206	$31,922	($31,922)	$0
			Subtotal:	*$196,392*	*($63,844)*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
2021	102-500731	Contracts for Program Services	90080206	$37,762	($37,762)	$0
			Subtotal:	*$232,324*	*($75,524)*	*$156,800*

Family Planning Fiscal Details

Joan G. Lovering Health Care — Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
2021	102-500731	Contracts for Program Services	90080206	$48,141	($48,141)	$0
			Subtotal:	*$296,178*	*($96,282)*	*$199,896*

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
2021	102-500731	Contracts for Program Services	90080206	$97,095	($97,095)	$0
			Subtotal:	*$597,354*	*($194,190)*	*$403,164*

Amoskeag Health — Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
2021	102-500731	Contracts for Program Services	90080206	$52,947	($52,947)	$0
			Subtotal:	$325,744	($105,894)	$219,850

Mascoma Community Health Center — Vendor ID #283136-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382	$0	$77,382
2020	102-500731	Contracts for Program Services	90080206	$0	$0	$0
2021	102-500731	Contracts for Program Services	90080206	$0	$0	$0
			Subtotal:	$154,764	$0	$154,764

AU 5530 TOTALS:	$3,013,734	($628,712)	$2,385,022

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
100% General Funds

Concord Hospital — Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
2021	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
			Subtotal:	*$100,056*	*$92,978*	*$193,034*

Coos County Family Health Center — Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
2021	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
			Subtotal:	*$68,704*	*$63,844*	*$132,548*

Equality Health Center — Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
2021	102-500731	Contracts for Program Services	90080208	$40,638	$37,762	$78,400
			Subtotal:	*$81,276*	*$75,524*	*$156,800*
Joan G. Lovering Health Care			Vendor ID #175132-R001			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
2021	102-500731	Contracts for Program Services	90080208	$51,807	$48,141	$99,948
			Subtotal:	$103,614	$96,282	$199,896
Lamprey Health Care			Vendor ID #177677-R001			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
2021	102-500731	Contracts for Program Services	90080208	$104,487	$97,095	$201,582
			Subtotal:	*$208,974*	*$194,190*	*$403,164*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
2021	102-500731	Contracts for Program Services	90080208	$56,978	$52,947	$109,925
			Subtotal:	*$113,956*	*$105,894*	*$219,850*
Planned Parenthood of Northern New England			Vendor ID #177528-R002			

100% General Funds						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
2021	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
			Subtotal:	*$1,096,000*	*$1,200,000*	*$2,296,000*
			AU 5530 TOTALS:	$1,772,580	$1,828,712	$3,601,292
05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTA						
TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY						
ASSISTANCE TO NEEDY FAMILIES						
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds						
FUNDER: US DHHS Administration for Children and Families						
Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2021	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
			Subtotal:	*$181,256*	*$0*	*$181,256*
[redacted]						
Concord Hospital Vendor ID #177653-B011						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2021	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
			Subtotal:	*$132,128*	*$0*	*$132,128*
[redacted]						
Coos County Family Health Center Vendor ID #155327-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2021	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
			Subtotal:	*$49,444*	*$0*	*$49,444*
[redacted]						
Equality Health Center Vendor ID #257562-B001						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget

2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Joan G. Lovering Health Care		Vendor ID #176132-R001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	*$46,000*	*$0*	*$46,000*
Lamprey Health Care		Vendor ID #177677-R001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	*$118,876*	*$0*	*$118,876*
Amoskeag Health		Vendor ID #157274-B001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	*$90,472*	*$0*	*$90,472*
Mascoma Community Health Center		Vendor ID #283136-B001				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	*$45,236*	*$0*	*$45,236*
White Mountain Community Health Center		Vendor ID #174170-R001				

Family Planning Fiscal Details

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2021	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
			Subtotal:	*$45,140*	*$0*	*$45,140*
			AU 6146 TOTAL:	$754,552	$0	$754,552
			Totals	**$5,540,866**	**$1,200,000**	**$6,740,866**

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Services Contract

This 2nd Amendment to the Family Planning Services Contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Planned Parenthood of Northern New England, (hereinafter referred to as "the Contractor") a nonprofit corporation with a place of business at 784 Hercules Drive, Suite 110 Colchester, VT 054[illegible].

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), as amended by the Department on June 26, 2019 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the price limitation and the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,296,000

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.

3. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Family Planning Clinical Services Guidelines.

4. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement

5. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #2, NH Family Planning Workplan

6. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions.

7. Delete Attachment E, NH Title X Family Planning Program Data Elements, in its entirety and replace with Attachment E, Amendment #2, NH Family Planning Program Data Elements.

8. Delete Exhibit F, Title X Reporting Calendar and replace with Exhibit F Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.

9. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #2, Method and Conditions Precedent to Payment.

10. Add Exhibit B-3, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2020
11. Add Exhibit B-4; Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021
12. Add Exhibit K, DHHS Information Security Requirements

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

11/14/19
Date

Name: Name: Lisa Morris
Title: Director

Planned Parenthood of Northern New England

Date

Name: Meagan Gallagher
Title: President/CEO

Acknowledgement of Contractor's signature:

State of Vermont, County of Chittenden on November 5th, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Abby Kendall Coordinator of Board + Executive Affairs
Name and Title of Notary or Justice of the Peace

ABIGAIL KENDALL NOTARY PUBLIC STATE OF VERMONT

My Commission Expires: 1/31/21

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/26/19
Date

Name: CATHERINE PINOS
Title: 11/26/19

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who

are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eleven thousand (11,000) users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor shall make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.6. Clinical Services – Requirements:

4.6.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.6.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.6.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff providing services under this contract must also sign prior to providing direct care and/or education.

4.6.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.6.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

4.7. STD and HIV Counseling and Testing – Requirements:

4.7.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.7.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.7.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.8. Health Education Materials:

4.8.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release. Examples of material topics include:

4.8.2. Sexually Transmitted Diseases (STD)

4.8.3. Contraceptive methods, pre-conception care

4.8.4. Achieving pregnancy/infertility

4.8.5. Adolescent reproductive health

4.8.6. Sexual violence

4.8.7. Abstinence

4.8.8. Pap tests/cancer screenings

4.8.9. Substance abuse services

4.8.10. Mental health.

4.8.11. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.8.12. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

4.9. Sterilization Services:

4.9.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.10. Confidentiality:

4.10.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with State and Federal laws.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set family planning (FP) performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general demographic and clinical data (see Attachment D,), utilizing the data system currently in use by the NH FPP.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar. A recording of the webinar will be provided and must be watched by all family planning clinical staff within 30 days of live webinar. This training can be used for HRSA Section 318 eligibility requirements, if applicable.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded with General Funds.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as specified in Exhibit B-3 Budget and Exhibit B-4.
   - 4.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.
   - 4.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
   - 4.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
   - 4.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Planned Parenthood of Northern New England, Inc.

Budget Request for: Family Planning Services

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 1,998,151.30	$ 202,093.75	$ 2,200,245.06	$ 1,704,942.16	$ 202,093.75	$1,907,035.92	$ 427,107.98	$ -	$ 427,107.98
2. Employee Benefits	$ 512,033.71	$ 49,967.89	$ 562,001.60	$ 436,897.78	$ 49,967.89	$ 486,865.67	$ 109,448.01	$ -	$ 109,448.01
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 8,875.31	$ 4,852.83	$ 13,728.13	$ 7,572.95	$ 4,852.83	$ 12,425.77	$ 1,897.11	$ -	$ 1,897.11
Repair and Maintenance	$ 7,297.47	$ 32,999.21	$ 40,296.69	$ 6,226.64	$ 32,999.21	$ 39,225.86	$ 1,559.85	$ -	$ 1,559.85
Purchase/Depreciation	$ 3,550.12	$ 10,676.22	$ 14,226.34	$ 3,029.17	$ 10,676.22	$ 13,705.39	$ 758.84	$ -	$ 758.84
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 81,521.36	$ -	$ 81,521.36	$ 69,558.90	$ -	$ 69,558.90	$ 17,425.32	$ -	$ 17,425.32
Pharmacy	$ 558,895.30	$ -	$ 558,895.30	$ 476,882.89	$ -	$ 476,882.89	$ 119,464.75	$ -	$ 119,464.75
Medical	$ 128,018.28	$ -	$ 128,018.28	$ 109,232.85	$ -	$ 109,232.85	$ 27,364.11	$ -	$ 27,364.11
Office	$ 26,326.13	$ 5,626.29	$ 31,952.42	$ 22,463.03	$ 5,626.29	$ 28,089.32	$ 5,627.25	$ -	$ 5,627.25
6. Travel	$ 52,113.48	$ 7,968.04	$ 60,081.53	$ 44,466.34	$ 7,968.04	$ 52,434.39	$ 11,139.34	$ -	$ 11,139.34
7. Occupancy	$ 364,319.66	$ 22,752.15	$ 387,071.81	$ 310,859.32	$ 22,752.15	$ 333,611.47	$ 77,873.90	$ -	$ 77,873.90
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 72,085.61	$ 4,758.50	$ 76,844.11	$ 61,507.75	$ 4,758.50	$ 66,266.25	$ 15,408.41	$ -	$ 15,408.41
Postage	$ 19,131.07	$ 606.21	$ 19,737.27	$ 16,323.77	$ 606.21	$ 16,929.97	$ 4,069.30	$ -	$ 4,069.30
Subscriptions	$ 14,202.28	$ 13,216.73	$ 27,419.02	$ 12,118.23	$ 13,216.73	$ 25,334.97	$ 3,035.78	$ -	$ 3,035.78
Audit and Legal	$ -	$ 34,009.25	$ 34,009.25	$ -	$ 34,009.25	$ 34,009.25	$ -	$ -	$ -
Insurance	$ 21,936.62	$ -	$ 21,936.62	$ 18,719.34	$ -	$ 18,719.34	$ 4,689.41	$ -	$ 4,689.41
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 57,100.00	$ 2,861.93	$ 59,961.93	$ 48,721.13	$ 2,861.93	$ 51,583.06	$ 12,205.21	$ -	$ 12,205.21
11. Staff Education and Training	$ 3,587.24	$ 5,404.71	$ 8,991.95	$ 3,060.85	$ 5,404.71	$ 8,465.56	$ 766.78	$ -	$ 766.78
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Outside Printing	$ 9,127.45	$ 86.73	$ 9,214.18	$ 7,788.09	$ 86.73	$ 7,874.82	$ 1,951.01	$ -	$ 1,951.01
Bank fees/Miscellaneous	$ 27,695.78	$ 3,024.23	$ 30,919.98	$ 23,802.33	$ 3,024.23	$ 26,826.55	$ 5,962.78	$ -	$ 5,962.78
Professional Services	$ 122,658.71	$ 97,595.08	$ 220,253.79	$ 104,685.34	$ 97,595.08	$ 202,280.42	$ 26,224.90	$ -	$ 26,224.90
TOTAL	$ 4,088,858.87	$ 498,499.75	$ 4,587,358.62	$ 3,488,858.87	$ 498,499.75	$ 3,987,358.62	$ 874,000.00	$ -	$ 874,000.00

Indirect As A Percent of Direct 12.2%

Contractor Initials MK
Date 11/5/19

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Planned Parenthood of Northern New England, Inc.

Budget Request for: Family Planning Services

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 2,058,095.84	$ 208,156.57	$ 2,266,252.41	$ 1,630,987.86	$ 208,156.57	$ 1,839,144.43	$ 427,107.98	$ -	$ 427,107.98
2. Employee Benefits	$ 527,394.72	$ 51,486.93	$ 578,881.65	$ 417,946.71	$ 51,486.93	$ 469,413.64	$ 109,448.01	$ -	$ 109,448.01
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 9,141.56	$ 4,998.41	$ 14,139.97	$ 7,244.45	$ 4,998.41	$ 12,242.86	$ 1,897.11	$ -	$ 1,897.11
Repair and Maintenance	$ 7,516.40	$ 33,989.19	$ 41,505.59	$ 5,956.55	$ 33,989.19	$ 39,945.74	$ 1,559.85	$ -	$ 1,559.85
Purchase/Depreciation	$ 3,656.63	$ 10,996.50	$ 14,653.13	$ 2,897.79	$ 10,996.50	$ 13,894.29	$ 758.84	$ -	$ 758.84
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 83,967.00	$ -	$ 83,967.00	$ 66,541.68	$ -	$ 66,541.68	$ 17,425.32	$ -	$ 17,425.32
Pharmacy	$ 575,662.15	$ -	$ 575,662.15	$ 456,197.40	$ -	$ 456,197.40	$ 119,464.75	$ -	$ 119,464.75
Medical	$ 131,858.83	$ -	$ 131,858.83	$ 104,494.72	$ -	$ 104,494.72	$ 27,364.11	$ -	$ 27,364.11
Office	$ 27,115.91	$ 5,795.08	$ 32,910.99	$ 21,488.66	$ 5,795.08	$ 27,283.74	$ 5,627.25	$ -	$ 5,627.25
6. Travel	$ 53,676.89	$ 8,207.09	$ 61,883.97	$ 42,537.55	$ 8,207.09	$ 50,744.63	$ 11,139.34	$ -	$ 11,139.34
7. Occupancy	$ 375,249.25	$ 23,434.72	$ 398,683.96	$ 297,375.35	$ 23,434.72	$ 320,810.06	$ 77,873.90	$ -	$ 77,873.90
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 74,248.18	$ 4,901.25	$ 79,149.44	$ 58,839.77	$ 4,901.25	$ 63,741.03	$ 15,408.41	$ -	$ 15,408.41
Postage	$ 19,705.00	$ 624.39	$ 20,329.39	$ 15,615.70	$ 624.39	$ 16,240.09	$ 4,089.30	$ -	$ 4,089.30
Subscriptions	$ 14,628.35	$ 13,613.24	$ 28,241.59	$ 11,592.59	$ 13,613.24	$ 25,205.83	$ 3,035.76	$ -	$ 3,035.76
Audit and Legal	$ -	$ 35,029.53	$ 35,029.53	$ -	$ 35,029.53	$ 35,029.53	$ -	$ -	$ -
Insurance	$ 22,596.77	$ -	$ 22,596.77	$ 17,907.36	$ -	$ 17,907.36	$ 4,689.41	$ -	$ 4,689.41
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 58,813.00	$ 2,947.79	$ 61,760.79	$ 46,607.79	$ 2,947.79	$ 49,555.58	$ 12,205.21	$ -	$ 12,205.21
11. Staff Education and Training	$ 3,694.86	$ 5,566.85	$ 9,261.71	$ 2,928.08	$ 5,566.85	$ 8,494.93	$ 766.78	$ -	$ 766.78
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Outside Printing	$ 9,401.28	$ 89.33	$ 9,490.60	$ 7,450.27	$ 89.33	$ 7,539.59	$ 1,951.01	$ -	$ 1,951.01
Bank fees/Miscellaneous	$ 28,732.63	$ 3,114.95	$ 31,847.58	$ 22,769.87	$ 3,114.95	$ 25,884.82	$ 5,962.76	$ -	$ 5,962.76
Professional Services	$ 126,369.37	$ 100,522.93	$ 226,892.31	$ 100,144.47	$ 100,522.93	$ 200,667.41	$ 26,224.90	$ -	$ 26,224.90
TOTAL	$ 4,211,524.64	$ 513,454.75	$ 4,724,979.38	$ 3,337,524.64	$ 513,454.75	$ 3,850,979.38	$ 874,000.00	$ -	$ 874,000.00

Indirect As A Percent of Direct 12.2%

Contractor Initials: ~~J~~
Date 11/5/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health & Human Services
Bureau of Population Health and Community Services
Maternal & Child Health Section
Family Planning Program

Family Planning Clinical Services Guidelines, SFY 20

These guidelines detail the minimum required clinical services for Family Planning sub-recipients. The guidelines are designed to outline clinical expectations for the NH Family Planning Program within the NH Department of Health & Human Services (NH DHHS).

Each delegate is expected to use these guidelines as minimum expectations for clinical services; the document does not preclude a sub-recipient from providing a broader scope of services. If a sub-recipient chooses to develop full medical protocols, these guidelines will form the foundation reference. Individual guidelines may be quite acceptable with an evidence base. A sub-recipient may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited. Sub-recipients are expected to provide both contraceptive and preventative health services.

All MDs, APRNs, PAs, nurses, and any other staff member who provides direct care and/or education to clients *must* sign these guidelines. Individual staff signatures indicate their agreement to follow these guidelines.

Approved: _____ Date: _____
Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved: _____ Date: _____
Dr. Amy Paris, MD, MS.
NH Family Planning Medical Consultant

{*Insert Sub-Recipient Name*} agrees to follow these guidelines effective {*Insert Date*}as minimum required clinical services for family planning.

Sub-Recipient Agency Name:

_____

Sub-Recipient Authorizing Signature:

_____

Contractor Initials MG
Date 11/5/19

Name/Title (Please Type Name/Title)	Signature	Date

Contractor Initials MG

Date 11/5/19

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**
   The standard package of services includes:
   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services: provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral. *These services must be provided at the client's request.*
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for family planning clients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

- **Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

  U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

  CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecos.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history
    For women:
        - Menstrual history
        - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
        - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
        - Allergies
        - Recent delivery, miscarriage, or termination
        - Any relevant infectious or chronic health conditions

- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
   - Do you want to become a parent?
   - Do you have any children now?
   - Do you want to have (more) children?
   - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
   - Practices: types of sexual activity the client engages in.
   - Pregnancy Prevention: current, past, and future contraception options
   - Partners: number, gender, concurrency of the client's sex partners
   - Protection from STD: condom use, monogamy, and abstinence
   - Past STD history in client & partner (to the extent the client is aware)
   - History of needle use (drugs, steroids, etc.) by client or partner(s)
   - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

   a) Ensure that the client understands:
      - Method effectiveness
      - Correct use of the method
      - Non-contraceptive benefits
      - Side effects
      - Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):**

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

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pregnancy outcomes and should be optimally managed before pregnancy.
  - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
      - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

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1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by the NH Family Planning Program that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

All sub-recipients must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
  - **CDC MEC and SPR are available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
  - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

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- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
    - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy. CDC. https://www.cdc.gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH: https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

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Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
    - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52–58
    - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

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- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

New Hampshire Family Planning
Information and Education (I&E)
Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to family planning clients. In addition, sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

_____ _____

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NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC). Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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AGENCY NAME:_____
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

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Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

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Objective #4: By August 31, of each SFY., sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors policy for review and approval within 30 days of Governor and Council Approval.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

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Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. Each objective should be **Specific, Measurable, Achievable, Realistic, and Time-phased** (SMART). Each objective must be related and contribute directly to the accomplishment of a stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. *Note:* Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether the planned activities were effective or not (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

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Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement

Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate.
Care Management Team	2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data)
	3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate.
Clinical Teams	4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc.
Behavioral Health and LCSW staff	5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops.
SWAP materials and SWAP	6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
Self-Management Programs and Tools	1. Director of Quality will analyze data semi-annually to evaluate performance.
	2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
Care Management Team	
EHR	3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization
	2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.
Access to local Hospital data	

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Agency Name: **Name of Person Completing Work Plan:**

Program Goal # 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

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Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES

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	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

Contractor Initials _____
Date 11/5/17

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

Contractor Initials mg
Date 11/5/19

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials KG
Date 11/5/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Program Goal #2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Project Objective #1:

Contractor Initials MT
Date 11/5/19

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials MS
Date 11/5/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials MY
Date 11/5/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials MG
Date 11/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b. ___ clients < 100% FPL will be served
1c. ___ clients < 250% FPL will be served
1d. ___ clients < 20 years of age will be served
1e. ___ clients on Medicaid at their last visit will be served
1f. ___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g. _____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials NG
Date 11/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - E- Amendment # 2

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials MG
Date 11/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - E- Amendment # 2

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Contractor Initials VG
Date 4/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021
Attachment - E- Amendment # 2

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Contractor Initials MG
Date 11/5/19

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of NH Family Planning Program policies, practices and guidelines.

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials MG

Date 11/5/19

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

A mae

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 17, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $1,740,506 from $3,800,360 to $5,540,866, and by extending the completion date from June 30, 2019 to June 30, 2021 effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	155327-B001	Berlin, NH	$314,540	$0	$314,540	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Lamprey Health Care	177677-R001	Nashua, NH	$925,204	$0	$925,204	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Manchester Community Health Center	157274-B001	Manchester, NH	$530,172	$0	$530,172	O: 11/08/2017 A01: 06/19/19 Item #78F
Community Action Program – Belknap Merrimack Counties, Inc.	**177203-B003**	**Concord, NH**	**$431,864**	**$341,926**	**$773,790**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$259,098**	**$259,098**	**$518,196**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**
Equality Health Center	**257562-B001**	**Concord, NH**	**$179,800**	**$179,800**	**$359,600**	**O: 11/08/2017 Item #21A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$222,896**	**$222,896**	**$445,792**	**O: 11/08/2017 Item #21A**
Planned Parenthood of Northern New England	**177628-R002**	**Portland, ME**	**$548,000**	**$548,000**	**$1,096,000**	**O: 11/08/2017 Item #21A**
White Mountain Community Health Center	**174170-R001**	**Conway, NH**	**$188,786**	**$188,786**	**$377,572**	**O: 11/08/2017 Item #21A**
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
		Total	**$3,800,360**	**$1,740,506**	**$5,540,866**	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings, and confidential teen health services. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Planned Parenthood of Northern New England, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 784 Hercules Drive, Suite 110 Colchester, VT 05446.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,096,000.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace

with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/12/19
Date

Name: Lisa Morris
Title: Director DPHS

Planned Parenthood of Northern New England

6/6/19
Date

Name: Meagan Gallagher
Title: President / CEO

Acknowledgement of Contractor's signature:

State of Vermont, County of Chittenden on June 6th 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Abby Kendall
Name and Title of Notary or Justice of the Peace

My Commission Expires: 1/31/19

ABIGAIL KENDALL NOTARY PUBLIC STATE OF VERMONT

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/19/2019
Date

Name: Nancy J. Smith
Title: Sr. Asst Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eleven thousand (11,000) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC

models/tools.

4.6. Health Education Materials:

4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar. A recording of the webinar will be provided and must be watched by all family planning clinical staff within 30 days of live webinar. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. **To provide access to a broad range of acceptable and effective family planning methods** and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

   - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):** **http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

   - **With supporting guidelines from:**
     US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

     U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

     CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecos.htm

     CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

     CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

American Society of Colposcopy and Cervical Pathology (ASCCP)

Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

The standard package of services includes:

- Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
- Cervical and breast cancer screening;
- Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
- Services for adolescents;
- Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
- Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
- Sexually transmitted disease diagnosis and treatment;
- Provision and follow up of referrals as needed to address medical and social services needs.

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**

- Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.

- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use
      - Allergies
      - Recent intercourse

- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:
- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:
- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. <u>Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):</u>

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

C. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening
   d) Other screening services that include:
      - Obtain medical history
      - Screen for intimate partner violence
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status

- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Provide additional STD testing as indicated
   c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

1. Medical History
2. Cervical Cytology
3. Clinical Breast Examination or discussion
4. Mammography
5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.
  - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore.
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
- American Cancer Society. http://www.cancer.org/.
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling* 1-800-762-2264 or through the Bookstore on the ACOG Web site: http://www.acog.org/Resources_And_Publications.

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.
- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Office of Population Affairs: http://www.hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions http://www.hhs.gov/opa/regional-contacts

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
  - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
  - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Planned Parenthood of Northern New England
Agency Name

06/06/2019
Date

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with QFP and Title X requirements with the goal of supporting clients' decisions related to preventing or achieving pregnancy.
2. Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the most current *Quality Family Planning* (QFP). These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

AGENCY NAME: _____

WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Contractor Initials MA

Date 6/6/19

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: By August 31st, of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. **SFY 20 Agency Target:** **SFY 21 Agency Target:**	**Goal 3:** **Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. **State Minimum Target: 70%** **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Contractor Initials MY

Date 6/26/19

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b. ___ clients < 100% FPL will be served
1c. ___ clients < 250% FPL will be served
1d. ___ clients < 20 years of age will be served
1e. ___ clients on Medicaid at their last visit will be served
1f. ___ male clients will be served

SFY Outcome	
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g. _____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended

pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) ata Elements: Effective July 1, 2017	**Additional Data Elements Proposed for FPAR 2.0:**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval: · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report. · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services
2. This Agreement is funded from State General Funds.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.

5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

   5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

   5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964

NH DIVISION OF Public Health Services

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed $2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	**$2,915,402**

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217 **FAIN# FPHPA016248** **69.73% Federal and 30.27% General**

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			Subtotal:	*$341,236*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517
			Subtotal:	*$193,034*

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274
			Subtotal:	*$132,548*

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400
			Subtotal:	*$156,800*

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948
			Subtotal:	*$199,896*

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582
			Subtotal:	*$403,164*

Manchester Community Health Center — Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925
			Subtotal:	*$219,850*

Mascoma Community Health Center — Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382
			Subtotal:	*$154,764*

White Mountain Community Health Center — Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108
			Subtotal:	*$166,216*

Planned Parenthood of Northern New England — Vendor ID #177528-R002
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000
			Subtotal:	*$548,000*

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. — Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314
			Subtotal:	*$90,628*

Concord Hospital — Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032
			Subtotal:	*$66,064*

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361
			Subtotal:	*$24,722*

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Joan G. Lovering Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719
			Subtotal:	*$59,438*

Manchester Community Health Center

Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

Mascoma Community Health Center

Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

White Mountain Community Health Center

Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	**$2,915,402**

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center	Pass	0	0
3. Coos Co. Family Health	Pass	0	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control,DPHS
4.
5.
6.
7.
8.
9.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are retroactive (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	$431,864
Concord Hospital Family Health Center	$259,098
Coos County Family Health	$157,270
Equality Health Center	$179,800
Joan G. Lovering Health Center	$222,896
Lamprey Health Care	$462,602
Manchester Community Health Center	$265,086
Mascoma Community Health Care	$200,000
Planned Parenthood of Northern New England	$548,000
White Mountain Community Health Center	$188,786
Total	$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed $2,915,402.00, nine (9) to be effective retroactive to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh
DoIT #2018-001

FORM NUMBER P-37 (version 5/8/15)

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-09)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Planned Parenthood of Northern New England		1.4 Contractor Address 784 Hercules Drive, Suite 110 Colchester, VT 05446	
1.5 Contractor Phone Number 802-448-9778	1.6 Account Number 05-95-90-902010-5530-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $548,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature MGallagher		1.12 Name and Title of Contractor Signatory Meagan Gallagher President/CEO	

1.13 Acknowledgement: State of VT County of Chittenden

On October 13, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Abby Kendall

1.13.2 Name and Title of Notary or Justice of the Peace

Abby Kendall

1.14 State Agency Signature Date: 10/27/17	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 10/30/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MJ
Date 10/13/17

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MG
Date 10/12/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MG
Date 10/13/17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eleven thousand (11,000) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items; related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 - BUDGET

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Planned Parenthood of Northern New England

Budget Request for: RFA-2016-DPHS-03-FAMIL
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

Line Item	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Total
1. Total Salary/Wages	$ 1,[illegible]	$ 60,[illegible]	$ 1,[illegible]	$ 1,[illegible]	$ 49,[illegible]	$ 1,[illegible]	$ 113,[illegible]	$ -	$ 113,[illegible]
2. Employee Benefits	$ [illegible]	$ 60,[illegible]	$ [illegible]	$ [illegible]	$ 60,[illegible]	$ [illegible]	$ [illegible]	$ -	$ [illegible]
3. Consultants	$ 19,734.00	$ 2,841.00	$ 14,175.00	$ 9,867.00	$ 2,841.00	$ 12,708.00	$ 797.00	$ -	$ 797.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 8,724.00	$ 1,873.00	$ 9,447.00	$ 8,298.00	$ 1,873.00	$ 7,883.00	$ 464.00	$ -	$ 464.00
Repair and Maintenance	$ 9,793.00	$ 30,279.00	$ 30,931.00	$ 9,609.00	$ 30,279.00	$ 30,336.00	$ 882.00	$ -	$ 882.00
Purchase/Depreciation	$ 2,446.00	$ 12,131.00	$ 14,577.00	$ 2,271.00	$ 12,131.00	$ 14,402.00	$ 175.00	$ -	$ 175.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,195.00	$ 122.00	$ 1,317.00	$ 1,038.00	$ 122.00	$ 1,234.00	$ 70.00	$ -	$ 70.00
Lab	$ 111,[illegible]	$ -	$ 111,[illegible]	$ 102,[illegible]	$ -	$ 102,[illegible]	$ 9,[illegible]	$ -	$ 9,[illegible]
Pharmacy	$ 617,[illegible]	$ -	$ 617,[illegible]	$ 573,[illegible]	$ -	$ 573,[illegible]	$ 43,[illegible]	$ -	$ 43,[illegible]
Medical	$ 97,771.00	$ -	$ 97,771.00	$ 90,[illegible]	$ -	$ 90,[illegible]	$ 6,[illegible]	$ -	$ 6,[illegible]
Office	$ 25,[illegible]	$ 7,[illegible]	$ 32,[illegible]	$ 23,[illegible]	$ 7,[illegible]	$ 31,[illegible]	$ 1,[illegible]	$ -	$ 1,[illegible]
6. Travel	$ 40,[illegible]	$ 9,[illegible]	$ 49,[illegible]	$ 43,[illegible]	$ 9,[illegible]	$ 53,[illegible]	$ 3,[illegible]	$ -	$ 3,[illegible]
7. Occupancy	$ 331,[illegible]	$ 20,[illegible]	$ 352,[illegible]	$ 311,[illegible]	$ 20,[illegible]	$ 332,[illegible]	$ 20,[illegible]	$ -	$ 20,[illegible]
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 79,[illegible]	$ 7,[illegible]	$ 84,[illegible]	$ 71,[illegible]	$ 7,[illegible]	$ 78,[illegible]	$ 5,[illegible]	$ -	$ 5,[illegible]
Postage	$ 13,[illegible]	$ 1,[illegible]	$ 15,[illegible]	$ 13,[illegible]	$ 1,[illegible]	$ 14,[illegible]	$ 917.00	$ -	$ 917.00
Subscriptions	$ 3,[illegible]	$ 32,[illegible]	$ 35,[illegible]	$ 31,[illegible]	$ 32,[illegible]	$ 63,[illegible]	$ [illegible]	$ -	$ [illegible]
Audit and Legal	$ -	$ 33,[illegible]	$ 33,[illegible]	$ -	$ 33,[illegible]	$ 33,[illegible]	$ -	$ -	$ -
Insurance	$ 15,197.00	$ -	$ 15,197.00	$ 17,[illegible]	$ -	$ 17,[illegible]	$ 1,[illegible]	$ -	$ 1,[illegible]
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 36,[illegible]	$ 9,[illegible]	$ 46,[illegible]	$ 36,[illegible]	$ 9,[illegible]	$ 45,[illegible]	$ 2,[illegible]	$ -	$ 2,[illegible]
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Licensed Professionals	$ 3,[illegible]	$ -	$ 3,[illegible]	$ 4,[illegible]	$ -	$ 4,[illegible]	$ 381.00	$ -	$ 381.00
Professional Services	$ 99,[illegible]	$ 13,[illegible]	$ 112,[illegible]	$ 92,[illegible]	$ 13,[illegible]	$ 105,[illegible]	$ 7,[illegible]	$ -	$ 7,[illegible]
Bank Fees/Miscellaneous	$ 21,[illegible]	$ 2,[illegible]	$ 24,[illegible]	$ 19,[illegible]	$ 2,[illegible]	$ 22,[illegible]	$ 1,[illegible]	$ -	$ 1,[illegible]
TOTAL	$ 3,[illegible]	$ 226,[illegible]	$ 4,[illegible]	$ 3,[illegible]	$ 226,[illegible]	$ 3,[illegible]	$ 274,[illegible]	$ -	$ [illegible]
Indirect As A Percent of Direct	7.1443%								

Exhibit B-1 BUDGET

Initials MG
Date 10/13/17

Exhibit B-2 - BUDGET

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Planned Parenthood of Northern New England

Budget Request for: RFA-2018-DPHCS-03-FAMIL
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Total
1. Total Salary/Wages	$ 1,[illegible]	$ [illegible]	$ 1,[illegible]	$ 1,[illegible]	$ [illegible]	$ 1,[illegible]	$ -	$ -	$ [illegible]
2. Employee Benefits	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
3. Consultants	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
Repair and Maintenance	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
Purchase/Depreciation	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
Lab	$ [illegible]	$ -	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ -	$ -	$ [illegible]
Pharmacy	$ [illegible]	$ -	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ -	$ -	$ [illegible]
Medical	$ [illegible]	$ -	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ -	$ -	$ [illegible]
Office	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
6. Travel	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
7. Occupancy	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
Postage	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
Subscriptions	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
Audit and Legal	$ -	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ [illegible]	$ -	$ -	$ -
Insurance	$ [illegible]	$ -	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ [illegible]	$ -	$ [illegible]
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ [illegible]
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Licensed Professionals	$ [illegible]	$ -	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ -	$ -	$ [illegible]
Professional Services	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
Staff Food/Miscellaneous	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
TOTAL	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
Indirect As A Percent of Direct	[illegible]								

Exhibit B-2 BUDGET

Initials MG
Date 10/13/17

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

See below

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

10/13/17
Date

Name: Megan Gallagher
Title: President/CEO

Claremont: 136 Pleasant St., Claremont, Sullivan, NH 03743
Derry: 4 Birch St., Derry, Rockingham, NH 03038
Exeter: 108 High St., Exeter, Rockingham, NH 03833
Keene: 8 Middle St., Keene, Cheshire, NH 03431
Manchester: 24 Pennacook St., Manchester, Hillsborough, NH 03104

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

10/13/17
Date

Name: Meagan Gallagher
Title: President/CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION-

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: PPNNE

10/13/17
Date

Name: Meagan Gallagher
Title: President/CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: PPNNE

10/13/17
Date

Name: Meagan Gallagher
Title: President/CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: PPNNE

10/13/17
Date

Name: Meagan Gallagher
Title: President / CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	PPNNE
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Meagan Gallagher
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President & CEO
Title of Authorized Representative	Title of Authorized Representative
10/27/17	10/13/17
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: PPNNE

10/13/17
Date

Name: Meagan Gallagher
Title: President / CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: Claremont: 85-964-9154, Derry: 88-480-5359, Exeter: 84-858-2115, Keene: 95-992-4218, and Manchester: 03-166-8973
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   __X__ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI); Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.