

50 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

April 21, 2017

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

REQUESTED ACTION

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

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

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

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

Equality Health Center

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

Planned Parenthood of Northern New England

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

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

Equality Health Center

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

Planned Parenthood of Northern New England

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

EXPLANATION

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

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

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

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

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

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

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

Area Served: Statewide

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

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

Respectfully submitted,



Lisa Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

Early Intervention Services
For Human Immunodeficiency Virus

RFP-2017-DPHS-18-Early

RFP Name _____

RFP Number _____

Bidder Name

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

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

Reviewer Names

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

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

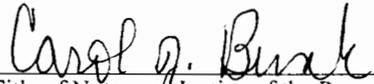
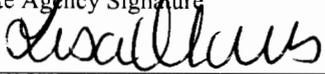
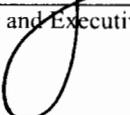
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Equality Health Center		1.4 Contractor Address 38 South Main Street Concord, NH 03301	
1.5 Contractor Phone Number 603-225-3729	1.6 Account Number 010-090-22290000-530-500371	1.7 Completion Date June 30, 2019	1.8 Price Limitation 165,000.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DALIA VIDUNAS EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>April 19, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between;"> [Seal]  <div style="text-align: right;"> CAROL J. BUNK, Notary Public My Commission Expires January 29, 2019 </div> </div>			
1.13.2 Name and Title of Notary of Justice of the Peace <u>Carol J. Bunk, Notary</u>			
1.14 State Agency Signature  Date: <u>5/9/17</u>		1.15 Name and Title of State Agency Signatory DIRECTOR, DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. York - Attorney</u> <u>5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			

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

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Equality Health Center		1.4 Contractor Address 38 South Main Street Concord, NH 03301	
1.5 Contractor Phone Number 603-225-3729	1.6 Account Number 010-090-22290000-530-500371 05-CAS-90-902510-7534 05-095-90-902510-2229	1.7 Completion Date June 30, 2019	1.8 Price Limitation 165,000.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials DMU
Date 4/19/17

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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

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

2. Scope of Services

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



Exhibit A

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

3. Staffing Requirements

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



Exhibit A

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

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

4. Reporting Requirements

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

5. Performance Measures

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



Exhibit A

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



Exhibit B

Method and Conditions Precedent to Payment

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

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

Exhibit B

Page 1 of 1

Contractor Initials DMW

Date 5/11/17

**Exhibit B-1
Budget**

**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: RFP -2017-DPHS-18 Early Intervention Services for HIV
(Name of RFP)

Budget Period: May 1, 2017--June 30, 2017

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHRH contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 2,638.60	\$ -	\$ 2,638.60	\$ -	\$ -	\$ -	\$ 2,638.60	\$ -	\$ 2,638.60
2. Employee Benefits	\$ 220.32	\$ -	\$ 220.32	\$ -	\$ -	\$ -	\$ 220.32	\$ -	\$ 220.32
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 20.00	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ 20.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 500.00	\$ -	\$ 500.00	\$ 1,500.00	\$ -	\$ 1,500.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 1,425.00	\$ -	\$ 1,425.00	\$ -	\$ -	\$ -	\$ 1,425.00	\$ -	\$ 1,425.00
Office	\$ 30.00	\$ -	\$ 30.00	\$ 30.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 35.00	\$ -	\$ 35.00	\$ 35.00	\$ -	\$ 35.00	\$ -	\$ -	\$ -
Postage	\$ 180.00	\$ -	\$ 180.00	\$ 180.00	\$ -	\$ 180.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 70.00	\$ -	\$ 70.00	\$ 70.00	\$ -	\$ 70.00	\$ -	\$ -	\$ -
Insurance	\$ 70.00	\$ -	\$ 70.00	\$ 70.00	\$ -	\$ 70.00	\$ -	\$ -	\$ -
Board Expenses	\$ 20.00	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ 20.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,716.08	\$ -	\$ 5,716.08	\$ -	\$ -	\$ -	\$ 5,716.08	\$ -	\$ 5,716.08
11. Staff Education and Training	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific include mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 16,125.00	\$ -	\$ 16,125.00	\$ 1,125.00	\$ -	\$ 1,125.00	\$ 15,000.00	\$ -	\$ 15,000.00

Indirect As A Percent of Direct

0.0%

**Exhibit B-2
Budget**

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

Bidder/Program Name: New Hampshire Women's Health Services d/b/a Equality Health Center

Budget Request for: RFP-2017-DPHS Early Intervention Services for HIV
(Name of RFP)

Budget Period: July 1, 2017-June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 51,584.00	\$ -	\$ 51,584.00	\$ -	\$ -	\$ -	\$ 51,584.00	\$ -	\$ 51,584.00
2. Employee Benefits	\$ 10,715.06	\$ -	\$ 10,715.06	\$ -	\$ -	\$ -	\$ 10,715.06	\$ -	\$ 10,715.06
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 120.00	\$ -	\$ 120.00	\$ 120.00	\$ -	\$ 120.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ 430.00	\$ -	\$ 430.00	\$ 180.00	\$ -	\$ 180.00	\$ 250.00	\$ -	\$ 250.00
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 1,425.00	\$ -	\$ 1,425.00	\$ -	\$ -	\$ -	\$ 1,425.00	\$ -	\$ 1,425.00
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
7. Occupancy	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 210.00	\$ -	\$ 210.00	\$ 210.00	\$ -	\$ 210.00	\$ -	\$ -	\$ -
Postage	\$ 180.00	\$ -	\$ 180.00	\$ -	\$ -	\$ -	\$ 180.00	\$ -	\$ 180.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 420.00	\$ -	\$ 420.00	\$ 420.00	\$ -	\$ 420.00	\$ -	\$ -	\$ -
Insurance	\$ 420.00	\$ -	\$ 420.00	\$ 420.00	\$ -	\$ 420.00	\$ -	\$ -	\$ -
Board Expenses	\$ 120.00	\$ -	\$ 120.00	\$ 120.00	\$ -	\$ 120.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 7,795.94	\$ -	\$ 7,795.94	\$ -	\$ -	\$ -	\$ 7,795.94	\$ -	\$ 7,795.94
11. Staff Education and Training	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -	\$ 1,750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify in remarks column)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 77,670.00	\$ -	\$ 77,670.00	\$ 2,670.00	\$ -	\$ 2,670.00	\$ 75,000.00	\$ -	\$ 75,000.00

Indirect As A Percent of Direct

0.0%

**Exhibit B-3
Budget**

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

Bidder/Program Name: New Hampshire Women's Health Center d/b/a Equality Health Center

Budget Request for: RFP-2017-DPHS-Early Intervention Services for HIV
(Name of RFP)

Budget Period: July 1, 2018-June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct increments	Indirect Fixed	Total
1. Total Salary/Wages	\$ 49,348.00	\$ -	\$ 49,348.00	\$ -	\$ -	\$ -	\$ 49,348.00	\$ -	\$ 49,348.00
2. Employee Benefits	\$ 11,105.30	\$ -	\$ 11,105.30	\$ -	\$ -	\$ -	\$ 11,105.30	\$ -	\$ 11,105.30
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 120.00	\$ -	\$ 120.00	\$ 120.00	\$ -	\$ 120.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 1,425.00	\$ -	\$ 1,425.00	\$ -	\$ -	\$ -	\$ 1,425.00	\$ -	\$ 1,425.00
Office	\$ 180.00	\$ -	\$ 180.00	\$ 180.00	\$ -	\$ 180.00	\$ -	\$ -	\$ -
6. Travel	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
7. Occupancy	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 210.00	\$ -	\$ 210.00	\$ 210.00	\$ -	\$ 210.00	\$ -	\$ -	\$ -
Postage	\$ 180.00	\$ -	\$ 180.00	\$ -	\$ -	\$ -	\$ 180.00	\$ -	\$ 180.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 420.00	\$ -	\$ 420.00	\$ 420.00	\$ -	\$ 420.00	\$ -	\$ -	\$ -
Insurance	\$ 420.00	\$ -	\$ 420.00	\$ 420.00	\$ -	\$ 420.00	\$ -	\$ -	\$ -
Board Expenses	\$ 120.00	\$ -	\$ 120.00	\$ 120.00	\$ -	\$ 120.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 9,391.70	\$ -	\$ 9,391.70	\$ -	\$ -	\$ -	\$ 9,391.70	\$ -	\$ 9,391.70
11. Staff Education and Training	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -	\$ 1,750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify in remarks mandatorily)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 77,670.00	\$ -	\$ 77,670.00	\$ 2,670.00	\$ -	\$ 2,670.00	\$ 75,000.00	\$ -	\$ 75,000.00

Indirect As A Percent of Direct

0.0%



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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

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

DMW

4/19/17



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

4/19/17
Date

Dalia M Vidunas
Name: DALIA VIDUNAS
Title: EXECUTIVE DIRECTOR



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

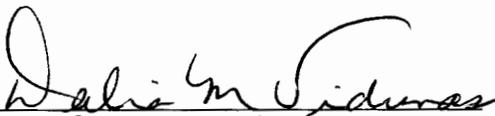
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:

4/19/17
Date


Name: DALIA VIDUNAS
Title: EXECUTIVE DIRECTOR



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

4/19/17
Date

Dalia M Vidunas
Name: DALIA VIDUNAS
Title: EXECUTIVE DIRECTOR



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

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

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

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

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

Exhibit G

Contractor Initials

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

Date 4/19/17

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

4/19/17
Date

Dalia Vidunas
Name: DALIA VIDUNAS
Title: EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials Dm

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

Date 4/19/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4/19/17
Date

Dalia Vidunas
Name: DALIA VIDUNAS
Title: EXECUTIVE DIRECTOR



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

[Handwritten Signature]

4/19/17



Exhibit I

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

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

5/9/17
Date

EQUALITY HEALTH CENTER
Name of the Contractor

[Signature]
Signature of Authorized Representative

DALIA VIDUNAS
Name of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

4/19/17
Date



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

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

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

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

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

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

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

Contractor Name:

4/19/17
Date

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



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EQUALITY HEALTH CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on March 02, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 740013



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 18, 2016:
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 19th day of April, 2017.
(Date Contract Signed)

4. Dalia Vidunas is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

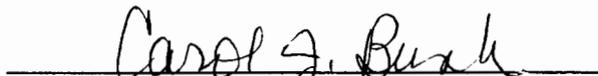

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 19th day of April, 2017.

By Sandra Ackerman
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 01/29/19

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.

INDEPENDENT AUDITOR'S REPORT



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

Board of Directors
Concord Feminist Health Center
Concord, New Hampshire

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Concord Feminist Health Center as of December 31, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Charlene T. Vallee, CPA PLLC

Concord, New Hampshire
August 11, 2014

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

STATEMENTS OF FINANCIAL POSITION

December 31, 2013

ASSETS

CURRENT ASSETS

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

Total current assets 327,664

PROPERTY AND EQUIPMENT

Land, building and improvements		312,411
Medical equipment		73,472
Office equipment		88,670
Office furniture		31,200
Signage		1,688

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

Property and equipment - net 165,664

TOTAL ASSETS \$ 493,328

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$	55,320
Accrued expenses		20,328

Total current liabilities 75,648

NET ASSETS

Unrestricted		243,748
Unrestricted - invested in property and equipment		168,565
Unrestricted - board designated		5,367

Total net assets 417,680

TOTAL LIABILITIES AND NET ASSETS \$ 493,328

See Notes to Financial Statements

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

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2013

REVENUE AND SUPPORT	
Health care services	\$ 694,374
Contributions	33,815
Medical residents fees	7,075
Grants	45,570
Events	525
In-kind services	4,000
Other revenue	<u>278</u>
Total revenue and support	<u>785,637</u>
EXPENSES	
Program expenses	677,660
Management and general	123,102
Fundraising	<u>11,133</u>
Total expenses	811,895
OTHER REVENUE AND EXPENSE	
Investment income	645
Unrealized gain (loss) on investments	18,736
Class action settlement	<u>19,112</u>
Total other revenue and expense	<u>38,493</u>
CHANGE IN NET ASSETS	12,235
NET ASSETS - BEGINNING OF YEAR	412,781
PRIOR PERIOD ADJUSTMENT	<u>(7,336)</u>
NET ASSETS - END OF YEAR	<u>\$ 417,680</u>

See Notes to Financial Statements

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

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

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

See Notes to Financial Statements

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

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

	<u>PROGRAM SERVICES</u>	<u>GENERAL AND ADMINISTRATIVE</u>	<u>FUND- RAISING</u>	<u>TOTAL</u>
WAGES AND RELATED				
Salaries and wages	\$ 313,409	\$ 74,675	\$ 5,569	\$ 393,653
Employee benefits	17,242	7,936	474	25,652
Retirement contributions	5,700	750	50	6,500
Payroll taxes	<u>28,114</u>	<u>6,969</u>	<u>520</u>	<u>35,603</u>
TOTAL WAGES AND RELATED	<u>364,465</u>	<u>90,330</u>	<u>6,613</u>	<u>461,408</u>
EXPENSES				
Medical supplies	167,699			167,699
Medical practitioners	51,345			51,345
Occupancy	21,434	5,496	550	27,480
Professional fees	10,012	12,180		22,192
Insurance	14,312	1,346	111	15,769
Advertising	9,472	151	2,021	11,644
Office supplies and expense	952	7,673	411	8,936
Depreciation	5,312	1,362	136	6,810
Equipment rental	3,393			3,393
Repairs and maintenance	1,573	403	40	2,016
Bank and credit card charges	3,768			3,768
Telephone and internet	4,055	1,241	169	5,465
Printing and copying	2,800	1,527	754	5,091
In-kind services	4,000			4,000
Postage and shipping	2,713			2,713
Licensing and fees	2,077			2,077
Memberships	2,386	477	318	3,181
Meetings and events	2,367			2,367
Staff development	1,649			1,649
Gifts and contributions	50			50
Travel	1,524	1,016		2,540
Collection fees	<u>302</u>	<u>-</u>	<u>-</u>	<u>302</u>
Total expenses - 2013	<u>\$ 677,660</u>	<u>\$ 123,102</u>	<u>\$ 11,133</u>	<u>\$ 811,895</u>

See Notes to Financial Statements

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

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

NOTE 1 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Business

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

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

Basis of Accounting

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

Basis of Presentation

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

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

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

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

Cash and Cash Equivalents

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

Accounts Receivable

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

Property and Depreciation

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

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

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

Accrued Earned Time

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

Revenue Recognition

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

Functional Expenses

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

Donated Services

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

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

Advertising

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

Estimates

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

Income Taxes

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

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

Reclassifications

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

NOTE 2

INVESTMENTS

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

NOTE 3 **FAIR VALUE OF FINANCIAL INSTRUMENTS**

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

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

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

NOTE 5 **LINE OF CREDIT**

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

NOTE 6 **LAWSUIT SETTLEMENT**

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

NOTE 7 **PRIOR PERIOD ADJUSTMENTS**

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

NOTE 8 **SUBSEQUENT EVENTS**

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

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

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED
DECEMBER 31, 2015 AND 2014**

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

DECEMBER 31, 2015

TABLE OF CONTENTS

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

INDEPENDENT ACCOUNTANT'S REPORT

To the Board of Directors
Concord Feminist Health Center
Concord, New Hampshire

Management is responsible for the accompanying financial statements of Concord Feminist Health Center (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2015 and 2014, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America.

We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Hennessey & Vallee, PLLC

Concord, New Hampshire
May 13, 2016

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

STATEMENTS OF FINANCIAL POSITION
December 31, 2015 AND 2014

ASSETS

	2015	2014
CURRENT ASSETS		
Cash - operating	\$ 3,221	\$ 17,528
Cash - savings	128,283	108,176
Cash - money market	2,638	1,216
Accounts receivable	71,180	96,766
Grant receivable	7,735	3,020
Investments	72,781	68,898
Inventory	23,308	21,467
Prepaid expenses	<u>11,093</u>	<u>6,435</u>
Total current assets	<u>320,239</u>	<u>323,506</u>
PROPERTY AND EQUIPMENT		
Land, building and improvements	315,372	312,411
Medical equipment	77,078	73,472
Office equipment	113,309	109,309
Office furniture	31,200	31,200
Signage	<u>1,688</u>	<u>1,688</u>
Total property and equipment	538,647	528,080
Less accumulated depreciation	<u>(364,115)</u>	<u>(352,255)</u>
Property and equipment - net	<u>174,532</u>	<u>175,825</u>
TOTAL ASSETS	<u>\$ 494,771</u>	<u>\$ 499,331</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Accounts payable	\$ 29,433	\$ 23,853
Accrued expenses	<u>24,038</u>	<u>33,141</u>
Total current liabilities	<u>53,471</u>	<u>56,994</u>
NET ASSETS		
Unrestricted	263,230	260,352
Unrestricted - invested in property and equipment	174,532	175,825
Unrestricted - board designated	<u>3,538</u>	<u>6,160</u>
Total net assets	<u>441,300</u>	<u>442,337</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 494,771</u>	<u>\$ 499,331</u>

See Notes to Financial Statements

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

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
REVENUE AND SUPPORT		
Health care services	\$ 707,457	\$ 717,703
Contributions	46,132	58,733
Medical residents fees	11,640	4,800
Grants	66,566	36,265
In-kind services	4,000	4,000
Other revenue	<u>232</u>	<u>2,016</u>
Total revenue and support	<u>836,027</u>	<u>823,517</u>
EXPENSES		
Program expenses	727,183	699,468
Management and general	92,806	94,542
Fundraising	<u>22,525</u>	<u>17,254</u>
Total expenses	<u>842,514</u>	<u>811,264</u>
OTHER REVENUE AND EXPENSE		
Investment income	1,567	1,157
Unrealized gain on investments	<u>3,883</u>	<u>11,247</u>
Total other revenue and expense	<u>5,450</u>	<u>12,404</u>
CHANGE IN NET ASSETS	(1,037)	24,657
NET ASSETS - BEGINNING OF YEAR	<u>442,337</u>	<u>417,680</u>
NET ASSETS - END OF YEAR	<u>\$ 441,300</u>	<u>\$ 442,337</u>

See Notes to Financial Statements

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

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (1,037)	\$ 24,657
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	11,860	10,479
Unrealized gain on investments	(3,883)	(11,247)
Contributions software		(9,636)
(Increase) decrease in assets:		
Accounts and grants receivable	20,872	(27,861)
Prepaid expenses	(4,658)	(2,700)
Inventory	(1,841)	(1,200)
Increase (decrease) in liabilities:		
Accounts payable	5,579	(31,468)
Accrued expenses	(9,103)	12,813
	17,789	(36,163)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(10,567)	(11,003)
NET CASH USED IN INVESTING ACTIVITIES	(10,567)	(11,003)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	7,222	(47,166)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	126,920	174,086
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 134,142	\$ 126,920

See Notes to Financial Statements

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

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2015**

(With comparative totals for the year ended December 31, 2014)

	<u>PROGRAM SERVICES</u>	<u>GENERAL AND ADMINISTRATIVE</u>	<u>FUND- RAISING</u>	<u>2015 TOTAL</u>	<u>2014 TOTAL</u>
WAGES AND RELATED					
Salaries and wages	\$ 345,403	\$ 60,350	\$ 12,152	\$ 417,905	\$ 410,422
Employee benefits	25,248	1,930	788	27,966	24,511
Payroll taxes	28,358	4,969	1,001	34,328	36,221
Total wages and related	<u>399,009</u>	<u>67,249</u>	<u>13,941</u>	<u>480,199</u>	<u>471,154</u>
EXPENSES					
Medical supplies	202,913	-	-	202,913	180,373
Medical practitioners	45,750	-	-	45,750	49,380
Occupancy	18,145	4,652	465	23,262	23,329
Professional fees	13,036	4,218	-	17,254	21,290
Insurance	11,364	2,158	86	13,608	11,745
Depreciation	9,251	2,372	237	11,860	10,479
Advertising	7,825	835	804	9,464	8,635
Meetings and events	-	-	5,794	5,794	2,711
Bank and credit card charges	-	5,121	-	5,121	5,395
Equipment rental	3,282	1,666	101	5,049	3,647
Telephone and internet	3,441	1,009	138	4,588	4,995
In-kind services	4,000	-	-	4,000	4,000
Repairs and maintenance	2,014	504	-	2,518	1,056
Printing and copying	1,168	637	318	2,123	2,175
Memberships	1,359	272	181	1,812	3,076
Postage and shipping	872	698	174	1,744	2,129
Office supplies and expense	79	1,240	286	1,605	1,954
Licensing and fees	1,335	175	-	1,510	3,371
Bad debts	1,206	-	-	1,206	-
Staff development	1,134	-	-	1,134	370
Total expenses - 2015	<u>\$ 727,183</u>	<u>\$ 92,806</u>	<u>\$ 22,525</u>	<u>\$ 842,514</u>	
Total expenses - 2014	<u>\$ 699,468</u>	<u>\$ 94,542</u>	<u>\$ 17,254</u>		<u>\$ 811,264</u>

See Notes to Financial Statements

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

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 1 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Business

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

In 2015 and 2014, over 2,000 women were provided with a variety of reproductive care services. Some of the services were free of charge including non-biased and compassionate counseling services for pregnancy options, pre and post abortion, birth control and pre and post HIV testing. Referrals were provided for other counseling services such as prenatal care, midwives, adoption services, naturopathic care, smoking cessation, eating disorders, GLTBQ support groups and domestic and sexual assault support. The organization provides outreach to the schools and to the greater community and also maintains a voice in the political arena to protect the rights of individuals and their choices.

Basis of Accounting

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

Basis of Presentation

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

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

Temporarily restricted net assets-net assets available for use but subject to donor-imposed restrictions that may or will be met either by actions of the Organization and/or the passage of time. As of December 31, 2015 and 2014, the Organization had no temporarily restricted net assets.

Permanently restricted net assets- net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of December 31, 2015 and 2014, the Organization had no permanently restricted net assets.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. At December 31, 2015 and 2014, the Organization had no cash equivalents.

Accounts Receivable

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

Property and Depreciation

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

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

Depreciation expense aggregated \$11,860 and \$10,479 for the years ended December 31, 2015 and 2014, respectively.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee. The liability was \$9,106 and \$8,107 at December 31, 2015 and 2014, respectively.

Revenue Recognition

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

Functional Expenses

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

Donated Services

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

The Organization received donated services from a medical director at fair value of \$4,000 for each year ended December 31, 2015 and 2014. This is recognized in the financials as In-kind donations.

Advertising

The Organization expenses advertising costs as they are incurred. Advertising costs for the years ended December 31, 2015 and 2014 were \$9,464 and \$8,635.

Estimates

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

Income Taxes

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

The Organization complies with the *Accounting for Uncertainty in Income Taxes* standard. Accordingly, management has evaluated its tax positions and has concluded that the Organization has maintained its tax exempt status, does not have any significant unrelated business income, and has taken no uncertain tax positions that require adjustment or disclosure in its financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State authorities for years before 2012.

NOTE 2

INVESTMENTS

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

NOTE 3 **FAIR VALUE OF FINANCIAL INSTRUMENTS**

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

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

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

NOTE 5 **LINE OF CREDIT**

The Organization has an unsecured revolving line of credit with a local bank that allows for borrowings up to \$100,000 with interest payable monthly at the bank's prime rate plus 1%. Interest expense was zero for the current year. The line had no outstanding balance at December 31, 2015 and 2014.

NOTE 6 **SUBSEQUENT EVENTS**

The Organization has evaluated events through May 13, 2016, the date the financial statements were available to be issued. Management has determined that there were no material subsequent events that require disclosure.

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

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED
DECEMBER 31, 2014 AND 2013**

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

DECEMBER 31, 2014

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Accountant's Report	1
Statement of Financial Position	2
Statement of Activities	3
Statement of Cash Flows	4
Statement of Functional Expenses	5
Notes to Financial Statements	6 – 10

INDEPENDENT ACCOUNTANT'S REPORT



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

Board of Directors
Concord Feminist Health Center
Concord, New Hampshire

We have compiled the accompanying balance sheet of Concord Feminist Health Center (a corporation) as of December 31, 2014, and the related statements of income and retained earnings and cash flows for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

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

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

The 2014 supplementary information contained in the Schedule of Functional Expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information for the year ended December 31, 2014 and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

The 2013 financial statements were audited by us, and we expressed an unmodified opinion on them in our report dated August 11, 2014. In addition, the supplementary information for the year ended December 31, 2013, contained in the Schedule of Functional Expenses, was subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. Our report stated that the information was fairly stated in all material respects in relation to the financial statements as a whole. We have not performed any auditing procedures on either the financial statements or on the supplementary information since August 11, 2014.

Charlene T. Vallee, CPA PLLC

Concord, New Hampshire
June 15, 2015

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

**STATEMENT OF FINANCIAL POSITION
December 31, 2014 AND 2013**

	<u>ASSETS</u>	<u>Unaudited 2014</u>	<u>Audited 2013</u>
CURRENT ASSETS			
Cash - operating		\$ 17,528	\$ 870
Cash - savings		108,176	172,913
Accounts receivable		96,766	53,794
Grant receivable		3,020	18,131
Investments		70,114	57,954
Inventory		21,467	20,267
Prepaid expenses		6,435	3,735
Total current assets		<u>323,506</u>	<u>327,664</u>
PROPERTY AND EQUIPMENT			
Land, building and improvements		312,411	312,411
Medical equipment		73,472	73,472
Office equipment and software		109,309	88,670
Office furniture		31,200	31,200
Signage		1,688	1,688
Total property and equipment		528,080	507,441
Less accumulated depreciation		<u>(352,255)</u>	<u>(341,777)</u>
Property and equipment - net		<u>175,825</u>	<u>165,664</u>
TOTAL ASSETS		<u>\$ 499,331</u>	<u>\$ 493,328</u>
	<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES			
Accounts payable		\$ 23,853	\$ 55,320
Accrued expenses		33,141	20,328
Total current liabilities		<u>56,994</u>	<u>75,648</u>
NET ASSETS			
Unrestricted		260,352	246,649
Unrestricted - invested in property and equipment		175,825	165,664
Unrestricted - board designated		6,160	5,367
Total net assets		<u>442,337</u>	<u>417,680</u>
TOTAL LIABILITIES AND NET ASSETS		<u>\$ 499,331</u>	<u>\$ 493,328</u>

See Notes to Financial Statements

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

STATEMENT OF ACTIVITIES
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

	Unaudited 2014	Audited 2013
REVENUE AND SUPPORT		
Health care services	\$ 717,703	\$ 694,374
Contributions	58,733	42,012
Medical residents fees	4,800	7,075
Grants	36,265	37,373
In-kind services	4,000	4,000
Other revenue	<u>2,016</u>	<u>803</u>
Total revenue and support	<u>823,517</u>	<u>785,637</u>
EXPENSES		
Program expenses	699,468	677,660
Management and general	94,542	123,102
Fundraising	<u>17,254</u>	<u>11,133</u>
Total expenses	<u>811,264</u>	<u>811,895</u>
OTHER REVENUE AND EXPENSE		
Investment income	1,157	645
Unrealized gain (loss) on investments	11,247	18,736
Class action settlement	<u>-</u>	<u>19,112</u>
Total other revenue and expense	<u>12,404</u>	<u>38,493</u>
CHANGE IN NET ASSETS	24,657	12,235
NET ASSETS - BEGINNING OF YEAR	417,680	412,781
PRIOR PERIOD ADJUSTMENT	<u>-</u>	<u>(7,336)</u>
NET ASSETS - END OF YEAR	<u>\$ 442,337</u>	<u>\$ 417,680</u>

See Notes to Financial Statements

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

STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

	Unaudited 2014	Audited 2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 24,657	\$ 12,235
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	10,479	6,810
Contributions of software	(9,636)	
Prior period adjustment		(7,336)
(Increase) decrease in assets:		
Accounts and grants receivable	(27,861)	28,050
Prepaid expenses	(2,700)	14,221
Inventory	(1,200)	(20,267)
Increase (decrease) in liabilities:		
Accounts payable	(31,468)	41,997
Accrued expenses	12,813	20,328
	<u>(24,916)</u>	<u>96,038</u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(11,003)	(3,910)
Purchase of investments	(12,160)	(20,100)
	<u>(23,163)</u>	<u>(24,010)</u>
NET CASH USED IN INVESTING ACTIVITIES		
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(48,079)	72,028
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>173,783</u>	<u>101,755</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 125,704</u>	<u>\$ 173,783</u>
 SUPPLEMENTAL DATA:		
Noncash Investing Activities:		
Gifts of software	\$ 9,636	

See Notes to Financial Statements

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

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2014**

(With comparative totals for the year ended December 31, 2013)

	<u>PROGRAM SERVICES</u>	<u>GENERAL AND ADMINISTRATIVE</u>	<u>FUND- RAISING</u>	<u>Unaudited 2014 TOTAL</u>	<u>Audited 2013 TOTAL</u>
WAGES AND RELATED					
Salaries and wages	\$ 340,718	\$ 59,640	\$ 10,064	\$ 410,422	\$ 393,653
Employee benefits	21,793	1,930	788	24,511	25,652
Retirement contributions	-	-	-	-	6,500
Payroll taxes	30,070	5,263	888	36,221	35,603
TOTAL WAGES AND RELA	<u>392,581</u>	<u>66,833</u>	<u>11,740</u>	<u>471,154</u>	<u>461,408</u>
EXPENSES					
Medical supplies	180,373	-	-	180,373	167,699
Medical practitioners	49,380	-	-	49,380	51,345
Occupancy	18,196	4,666	467	23,329	27,480
Professional fees	13,316	7,974	-	21,290	22,192
Insurance	10,785	912	48	11,745	15,769
Advertising	7,178	742	715	8,635	11,644
Office supplies and expense	391	1,270	293	1,954	8,936
Depreciation	8,173	2,096	210	10,479	6,810
Equipment rental	2,370	1,204	73	3,647	3,393
Repairs and maintenance	845	211	-	1,056	2,016
Bank and credit card charge	-	5,395	-	5,395	3,768
Telephone and internet	3,746	1,099	150	4,995	5,465
Printing and copying	1,197	652	326	2,175	5,091
In-kind services	4,000	-	-	4,000	4,000
Postage and shipping	1,064	852	213	2,129	2,713
Licensing and fees	3,196	175	-	3,371	2,077
Memberships	2,307	461	308	3,076	3,181
Meetings and events	-	-	2,711	2,711	2,367
Staff development	370	-	-	370	1,649
Gifts and contributions	-	-	-	-	50
Travel	-	-	-	-	2,540
Collection fees	-	-	-	-	302
Total expenses - 2014	<u>\$ 699,468</u>	<u>\$ 94,542</u>	<u>\$ 17,254</u>	<u>\$ 811,264</u>	
Total expenses - 2013	<u>\$ 677,660</u>	<u>\$ 123,102</u>	<u>\$ 11,133</u>		<u>\$ 811,895</u>

See Notes to Financial Statements

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

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 1 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Business

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

In 2014 and 2013, over 2,000 women were provided with a variety of reproductive care services. Some of the services were free of charge including non-biased and compassionate counseling services for pregnancy options, pre and post abortion, birth control and pre and post HIV testing. Referrals were provided for other counseling services such as prenatal care, midwives, adoption services, naturopathic care, smoking cessation, eating disorders, GLTBQ support groups and domestic and sexual assault support. The organization provides outreach to the schools and to the greater community and also maintains a voice in the political arena to protect the rights of individuals and their choices.

Basis of Accounting

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

Basis of Presentation

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

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

Temporarily restricted net assets-net assets available for use but subject to donor-imposed restrictions that may or will be met either by actions of the Organization and/or the passage of time. As of December 31, 2014 and 2013, the Organization had no temporarily restricted net assets.

Permanently restricted net assets- net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of December 31, 2014 and 2013, the Organization had no permanently restricted net assets.

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

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

Cash and Cash Equivalents

The Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. At December 31, 2014 and 2013, the Organization had no cash equivalents.

Accounts Receivable

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

Property and Depreciation

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

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

Depreciation expense aggregated \$10,479 and \$6,810 for the years ended December 31, 2014 and 2013, respectively.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee. The liability was \$8,107 and \$10,256 at December 31, 2014 and 2013, respectively.

Revenue Recognition

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

Functional Expenses

The cost of providing the various programs has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. General and

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

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

administrative expenses include those expenses that are not directly identifiable with any specific function but provide for the overall support and direction of the Organization.

Donated Services

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

The Organization received donated services from a medical director at fair value of \$4,000 for each year ended December 31, 2014 and 2013. This is recognized in the financials as In-kind donations.

Advertising

The Organization expenses advertising costs as they are incurred. Advertising costs for the years ended December 31, 2014 and 2013 were \$8,635 and \$11,664.

Estimates

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

Income Taxes

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

The Organization complies with the *Accounting for Uncertainty in Income Taxes* standard. Accordingly, management has evaluated its tax positions and has concluded that the Organization has maintained its tax exempt status, does not have any significant unrelated business income, and has taken no uncertain tax positions that require adjustment or disclosure in its financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State authorities for years before 2011.

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

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 2

INVESTMENTS

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

NOTE 3

FAIR VALUE OF FINANCIAL INSTRUMENTS

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

NOTE 4

UNRESTRICTED NET ASSETS-BOARD DESIGNATED

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

NOTE 5

LINE OF CREDIT

The Organization has an unsecured revolving line of credit with a local bank that allows for borrowings up to \$100,000 with interest payable monthly at the bank's prime rate plus 1%. Interest expense was zero for the current year. The line had no outstanding balance at December 31, 2014 and 2013.

NOTE 6

LAWSUIT SETTLEMENT

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

NOTE 7

PRIOR PERIOD ADJUSTMENTS

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

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

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 8

RECLASSIFICATION

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

NOTE 9

SUBSEQUENT EVENTS

The Organization has evaluated events through June 15, 2015 the date the financial statements were available to be issued. Management has determined that there were no material subsequent events that require disclosure.

Board of Directors
April 2017

Sandra Ackerman, MA
Board Chair

Candice Jan Dale, MA
Vice Chair

J. Cletus Baier M.D, C.M.
Treasurer

Kerstin B. Cornell, JD
Secretary

Kathleen Coleman

Susan Dow Johnson, MSN, CNM, APRN

Christina Ferrari, JD

Robert Kelly, MD

Nancy Normand

Debra Petrick, RN, BSN

Mitchel Pyles, MSW

Gayle Spelman, PA

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, family planning and LGBTQ+ services. Responsible for overhauling entire \$800,000 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.

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.

Rachel Leigh Allen

Education

Columbia University School of Nursing, New York, NY

MSN October 2014

Women's Health Nurse Practitioner

GPA: 3.76

Columbia University School of Nursing, New York, NY

BSN May 2013

GPA: 3.95

Sigma Theta Tau International, Student Representative to the Dean

Skidmore College, Saratoga Springs, NY

BA Biology May 2012

GPA: 3.97

Phi Beta Kappa

Highest honors in biology, *summa cum laude*

Clinical Experience

Manchester Obstetrical and Gynecological Associates Manchester, NH Oct 2014-present

Women's Health Nurse Practitioner: Full time NP at busy and diverse OB/GYN practice.

Care includes routine and acute gynecology, prenatal and postpartum care, infertility, family planning and medical abortion services. Skills: IUD insertion and removal, nexplanon insertion and removal, sonohysterogram, endometrial biopsy, vulva biopsy, IUI.

Student NP Clinical Experience

Choices Women's Medical Center Jamaica, NY Jan-Jul 2014

280 clinical hours

Intern, GYN department: Worked independently under the clinical guidance of Physician Assistant preceptor. Care provided included well-woman gynecology, contraceptive counseling STI testing and treatment, medication abortion, surgical abortion follow-up care, contraceptive counseling, colposcopy, IUC insertion and removal, Nexplanon removal, and prenatal care. 20-40 patient visits per day.

Planned Parenthood New York, NY Sept-Dec 2013

135 clinical hours

Student Nurse Practitioner: Worked one-on-one with preceptor to provide sexual and reproductive health care to females and males. Included well-woman gynecology, pregnancy testing and options counseling, STI testing and treatment, medication abortion, and surgical abortion follow-up care.

Licenses and Certifications

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

Memberships and Associations

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

Work History

Private nurse. Manhattan, New York. December 2013.

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

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

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

Rosalyn's Farm, Peterborough, NH. May-October 2011.

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

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

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

Volunteer Experience

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

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

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

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

CURRICULUM VITAE

PAUL CODY, PH.D.

EDUCATION:

California Institute of Integral Studies
Ph.D. degree in clinical psychology (1988).

Southern Connecticut State University
M.S. degree in counselor education (1983).

Teachers College, Columbia University
Graduate courses in counseling psychology (1980).

Middlebury College
A.B. degree in psychology and philosophy, double major, cum laude (1978).

PROFESSIONAL EXPERIENCE:

New Hampshire Licensed Psychologist #555

Specialty in issues of sexual orientation and identity; gender specialist

June 8, 2015 – present
Counseling Center
University of New Hampshire
Title: Senior Psychologist

Responsibilities: Provide counseling/psychotherapy to students individually and/or in groups; diagnose students' problems, utilizing appropriate psychological instruments and/or techniques; as a function of diagnosis, develop and implement treatment plans based upon current psychological and personality theory; conduct workshops/services designed to address the needs and/or problems of students; serve as consultant to faculty/staff on matters relating to the well-being of students, and to other programs; participate in training/supervision of counselors and support staff; with director's approval, may perform special duties, in an appropriate academic department, which are related to psychologist's interests and departmental needs; provide supervision/training to doctoral level trainees and post-doctoral fellowship trainees; serve, as assigned, as an expert in specialized areas in working with certain populations; provide outreach programming services for the campus community; serve as a member of the interdisciplinary treatment team; serve on committees as requested; maintain awareness of best practices, emerging trends and new legislation; be available to provide crisis intervention for emergencies, as needed; participate in institutional professional development and training; perform other related duties, as assigned.

June 19, 1995 – present
Department of Social Work
University of New Hampshire
Title: Instructor
Responsibilities: Teaching *SW715/815 Practice with Gay, Lesbian, Bisexual, and Transgender People* (formerly *SW976*).

Paul Cody, Ph.D.

October 17, 1988 – June 7, 2015

Counseling Center
University of New Hampshire
Title: Psychologist

Responsibilities: Intake; outpatient individual and group counseling/psychotherapy; conducting workshops; consulting to faculty, staff, and campus organizations; crisis intervention; training and supervision of staff and interns; AIDS Consultation Group (88/89); Co-chair, University AIDS Education Committee (11/89-1/91); Clinical Review Team (1989-1996); member of committee that conducted survey and documented discrimination and harassment of gays, lesbians, and bisexuals at UNH (1989-91); UNH Task Force on Gay, Lesbian, Bisexual, and Transgender Issues (9/92-5/94, 9/96-5/98); UNH disABILITY Awareness Committee (1/94-5/98, Co-chair 5/95-5/98); co-facilitator of Coming Home: A Spiritual Retreat Honoring Queer Wisdom (10/18/97), Training Committee (10/94-6/95), Counseling Center & Health Services Joint Committee (3/95-5/98), Safe Zones Program Supervisor (9/98-11/99); Outreach and Education Committee of UNH Task Force on Gay, Lesbian, Bisexual, and Transgender Issues (2/00-5/01); consultant to Residential Life (10/00-5/01); Chair (6/02-5/03), member (6/03-5/04), President's Commission on the Status of Gay, Lesbian, Bisexual, and Transgender Issues, Spiritual Café Planning Committee (9/07-5/15); Religious Diversity Awareness Group (11/07-12/31/10), co-facilitator of Queer Sanctuary: A Spirituality Retreat for LGBTQQI Students (3/21/14).

October 3, 1992 - February 3, 1997

Phillips Exeter Academy, Exeter, NH
Title: Consultant

Responsibilities: Conducting biweekly support group for gay, lesbian, and bisexual students; consulting with the Health Education and Counseling Offices as needed.

August 11-23, 1993

DR #167 MO/IL 6/93 Floods
The American Red Cross

Title: Disaster Mental Health Technician

Responsibilities: With partner, consulted to and made interventions with mass care workers at kitchen sites at all five districts of the disaster area. Traveled on Emergency Response Vehicles, distributing food and making interventions with flood survivors during consult. Prepared report with recommendations regarding mental health needs of mass care kitchen workers for Mental Health Officer at Disaster Headquarters.

September 1, 1987 - October 12, 1988

Crisis Stabilization Program, Emergency Services Team
Central NH Community Mental Health Services, Inc.
Title: Staff Psychologist

Responsibilities: Training and community education; outreach; consultation, including to Merrimack County House of Corrections; AIDS Committee; assessments of lethality; crisis intervention; emergency on-call; psychotherapy; screening for admission to Concord and New Hampshire Hospitals; intern and peer supervision; psychological testing.

August 25, 1986 - August 7, 1987

Counseling and Testing Center
University of New Hampshire
Title: Pre-doctoral Intern

Responsibilities: Intake; outpatient individual and group counseling/psychotherapy; consulting to campus organizations; conducting workshops; serving on AIDS Consultation Group. Included is a 2-month tour-of-duty at Portsmouth Pavilion, Portsmouth, NH.
Responsibilities: Intake; inpatient individual and group therapy.

Paul Cody, Ph.D.

January 2, 1984 - August 3, 1984

Youth Options, Stamford, CT

Title: Counselor

Responsibilities: Outpatient individual and group counseling with drug/alcohol-abusing adolescents; public presentations on drug/alcohol abuse.

October 1983 - January 1984

Urban Retreat House, Bridgeport, CT

Title: Resident Counselor

Responsibilities: Individual counseling.

August 1979 - August 1983

Central Catholic High School, Norwalk, CT

Title: Teacher

Responsibilities: Teaching psychology, sociology, and comparative religion to juniors and seniors.

DISSERTATION:

Cody, P. J. (1988). The personal development of gay men: A study of the relationship of length of time "out of the closet" to locus of control, self-concept, and self-actualization. *Dissertation Abstracts International*, 49/07-B, 2847B. (University Microfilms International No. DA88-17280)

PUBLICATIONS:

Cody, P. J. (November 27, 2015). November is transgender awareness month. *NHPA in Brief*. Concord, NH: New Hampshire Psychological Association.

Cody, P. J. (2000). Counseling: gay men. *Reader's guide to lesbian and gay studies*. Chicago: Fitzroy Dearborn Publishers.

Cody, P. J. (2000). Counseling: youth. *Reader's guide to lesbian and gay studies*. Chicago: Fitzroy Dearborn Publishers.

Cody, P. J. (1998). The self-discovery of being queer. *The Student Counseling Virtual Pamphlet Collection* [On-line]. Available: <http://uhs.bsd.uchicago.edu/scrs/vpc/virtulets.html#SexualOrientation>

Cody, P. J. & Welch, P. L. (1997). Rural gay men in northern New England: Life experiences and coping styles. *Journal of Homosexuality*, 33(1), 51-67.

Cody, P. J. (1996). Suicide and gay, lesbian, bisexual, and transgender youth. *The Student Counseling Virtual Pamphlet Collection* [On-line]. Available: <http://uhs.bsd.uchicago.edu/scrs/vpc/virtulets.html#SexualOrientation>

Cody, P. J. (1995). [Review of the book *AIDS: Readings on a global crisis*]. *Sex Roles*, 33, 463 - 464.

Cody, P. J. (1991). *What do you really know about homosexuality and bisexuality?* Durham, NH: Brochure text published by the Office of the President, the Division of Student Affairs, Personnel Services, and the Office of Affirmative Action, University of New Hampshire.

Poems have appeared in *The Family Therapy Networker*, *The Suncook Valley Sun*, and *INK Literary Review*. (Member of the Poetry Society of New Hampshire.)

Paul Cody, Ph.D.

PUBLIC PRESENTATIONS:

Over 370 workshops and trainings given, most solo, some with co-presenters. Workshop and training participants have included elementary, high school, undergraduate and graduate students; correctional officers; and education and mental health professionals. Presentations include:

Developing and Maintaining a Spiritual Practice, presented as part of the Queering the Spirit series, University of New Hampshire, Durham, NH, April 7, 2016.

Identity and Intimacy within the Academy: LGBTQ College Students Today, presented for The Sexual Orientation & Gender Identity Project at the University of Albany, School of Social Work, Albany, NY, March 30, 2012.

Therapist Panel: Counseling with Transgender Young Adults, co-presented with Tara J. DeWitt, Ph.D., Tomoko Kudo Grabosky, Ph.D., Sean Moundas, Psy.D., and Arien Muzacz, M.A., at the 9th Annual Philadelphia Trans-Health Conference, Philadelphia, PA, June 3, 2010.

Sexual and Gender Minority Youth, presented at the Adolescent Issues Conference, University of New Hampshire-Manchester, Manchester, NH, December 2, 2005.

Understanding and Meeting the Needs of Gay, Lesbian, Bisexual, and Transgender College Students, presented at the NH Community Technical College System Symposium, NH Community Technical Institute, Concord, NH, October 7, 2002.

Taking Another Step: LGBT Awareness Moves Into the Curriculum, presented at the 77th Annual American College Personnel Association Convention, Boston, MA, March 6, 2001.

Understanding and Meeting the Needs of Gay, Lesbian, Bisexual, and Transgender College Students, presented at the NH Community Technical College System Symposium, NH Community Technical Institute, Concord, NH, October 10, 2000.

Are You a Real Man, Real Woman, or Something Else Entirely?, presented with Cari Moorhead, at the Fifth Annual Northeast Regional Gay Lesbian Bisexual Transgender College Conference, University of New Hampshire, March 5-7, 1999.

Understanding and Meeting the Needs of Gay, Lesbian, Bisexual, and Transgender College Students, presented at the NH Community Technical College System Symposium, NH Community Technical Institute, Concord, NH, October 13, 1998.

Keynote speaker for *Homophobia in the U.S* workshop, sponsored by the Substance Abuse Prevention Program, University of Oregon, May 30, 1998.

Beyond Acceptance: Clinical Practice with Gay, Lesbian, Bisexual, and Transgender Clients, presented as part of the UNH Department of Social Work Continuing Professional Education Spring Program 1998, University of New Hampshire-Manchester, March 27, 1998.

Enhancing Staff Sensitivity to Families with Gay, Lesbian, and Bisexual Parents, presented with Kate Samperi, at Continuing the Quest for Quality, The Alliance for Better Child Care 1997 Spring Conference, Portsmouth, NH, May 1, 1997.

Suicide and Gay, Lesbian, Bisexual, and Transgender Youth, presented at the Suicide Prevention Conference sponsored by the Substance Abuse Prevention Program, University of Oregon, April 18, 1997.

Paul Cody, Ph.D.

Gay, Lesbian, Bisexual, and Transgender Youth in Schools, presented at Counseling at the Crossroads, Annual Conference at the University of New Hampshire, April 19, 1996.

Rural Gay Men in Northern New England, presented with Peter Welch, M.A., at the 17th National Lesbian and Gay Health Conference and 13th Annual AIDS Forum, Minneapolis, MN, June 19, 1995.

Working with Gay, Lesbian, and Bisexual Students, presented with Cari Moorhead, at the New Hampshire/Maine National Academic Advising Association Conference, Durham, NH, October 9, 1992.

The Invisible Subculture: Counseling Gay, Lesbian, and Bisexual People, presented at Acknowledging Differences, 18th Annual University of New Hampshire Counseling Conference, March 20, 1992.

Teaching Gay & Lesbian Students, presented to staff at Sweetser Children's Home, Saco, ME, April 26, 1991.

Coordinated the University of New Hampshire's being a receiving site for the national teleconference, *AIDS in the College Community: From Crisis to Management*, November 16, 1989.

PROFESSIONAL AFFILIATIONS:

Member:

American Psychological Association

Division 44 - Society for the Psychological Study of Lesbian, Gay, Bisexual, and Transgender Issues

Full Member, The World Professional Association for Transgender Health

HONORS AND AWARDS

Phi Beta Kappa, Beta of Vermont at Middlebury College (1978)

University of New Hampshire 1994-95 Bill Kidder Fund Staff Award: "In recognition for outstanding efforts in fostering understanding and tolerance about sexual orientation."

University of New Hampshire 2014 Presidential Award of Excellence

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

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)

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.

Program Staff List

New Hampshire Department of Health and Human Services COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Equality Health Center

Program: Early Intervention Services for Humar

Budget Period: July 1, 2016 to June 30, 2017

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	Amnt Funded by other sources for Budget Period	Site*
Example:						
Program Coordinator	Sandra Smith	\$21.00	40	\$43,680	\$43,680	
Total Admin. Salaries				\$0	\$0	
Direct Service Salaries						
						NA
APRN	Rachel Allen	\$ 40.00	Various	\$800	\$59,716	
Executive Dir.	Dalia Vidunas	\$ 31.73	Various	\$635	\$65,364	
Psychologist	Paul Cody	\$ 43.00	Various	\$774	\$52,890	
Med. Serv./prog. Coord.	Lisa Hall	\$21.50	Various	\$430	\$44,715	
Total Direct Salaries				\$2,639	\$222,685	
Total Salaries by Program				\$2,639	\$222,684.80	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically
*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: Equality Health Center
 Program: Early Intervention Services for Human
 Budget Period: July 1, 2017 to June 30, 2018

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						
Outreach Coordinator	To be Determined	\$ 20.00	40	\$33,280	\$8,320	NA
APRN	Rachel Allen	\$ 41.00	32	\$8,424	\$58,968	
Health Worker	Various	\$ 17.00	32	\$1,768	\$26,520	
Laboratory Technician	Various	\$ 17.50	32	\$3,640	\$25,480	
Med. Serv./prog. Coord.	Lisa Hall	\$21.50	40	\$4,472	\$40,248	
Total Direct Salaries				\$51,584	\$159,536	
Total Salaries by Program				\$51,584	\$159,536.00	

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: Equality Feminist Health Center

Program: Early Intervention Service for HIV

Budget Period: July 1, 2018 to June 30, 2019

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						
Outreach Coordinator	To be Determined	\$ 20.50	40	\$34,112	\$8,528	NA
APRN	Rachel Allen	\$ 41.50	32	\$8,528	\$59,696	
Health Worker	Various	\$ 17.50	32	\$1,820	\$27,300	
Laboratory Technician	Various	\$ 18.00	32	\$3,744	\$28,080	
Med. Serv./Prog. Coord	Lisa Hall	\$22.00	40	\$1,144	\$41,288	
Total Direct Salaries				\$49,348	\$164,892	
Total Salaries by Program				\$49,348	\$164,892.00	

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.

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

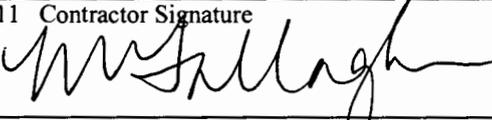
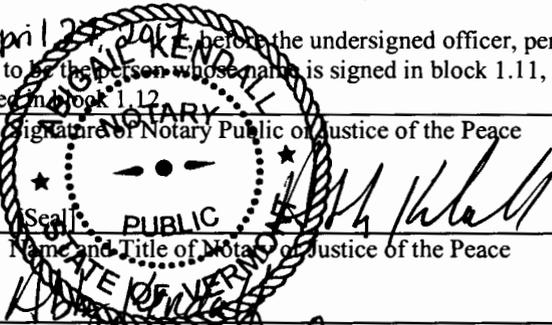
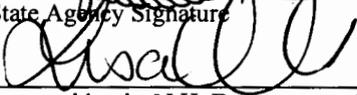
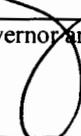
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Planned Parenthood of Northern New England		1.4 Contractor Address 784 Hercules Drive, Suite 110 Colchester, VT 05446	
1.5 Contractor Phone Number 802-448-9778	1.6 Account Number 010-090-22290000-530-500371	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$275,000.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Meagan Gallagher, President/CEO	
1.13 Acknowledgement: State of <u>VT</u> , County of <u>Chittenden</u> On <u>April 27, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public of Justice of the Peace 			
1.13.2 Name and Title of Notary of Justice of the Peace Lisa Morris, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/20/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Planned Parenthood of Northern New England		1.4 Contractor Address 784 Hercules Drive, Suite 110 Colchester, VT 05446	
1.5 Contractor Phone Number 802-448-9778	1.6 Account Number 010-090-22290000-530-500371 05-095-90-902510-7536 05-095-90-902510-2229	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$275,000.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date: _____		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

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

2. Scope of Services

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



Exhibit A

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

3. Staffing Requirements

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



Exhibit A

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

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

4. Reporting Requirements

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

5. Performance Measures

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



Exhibit A

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



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.940, U.S. Department of Health and Human Services, the Center for Disease Control and Prevention, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.2. The invoices must:
 - 4.2.1. Clearly identify the amount requested and the services performed during that period.
 - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 4.2.3. Separately identify any work and amount of attributable and performed by an approved contractor, if applicable.
 - 4.2.4. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:
NH Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Contractor Name:

4/27/17
Date

M. Gallagher
Name: Megan Gallagher
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

4/27/17
Date

Megan Gallagher
Name: ~~ME~~ Megan Gallagher
Title: President/CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

4/27/17
Date

M. Gallagher
Name: Megan Gallagher
Title: President/CEO



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

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

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

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

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

Exhibit G

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

Contractor Initials Mg

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

4/27/17
Date

M. Gallagher
Name: Megan Gallagher
Title: President/CEO

Exhibit G

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

Contractor Initials Mg

Date 4/27/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4/27/17
Date

M. Gallagher
Name: *Meagan Gallagher*
Title: *President/CEO*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

mg



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
 The State

 Signature of Authorized Representative
 LISA MORRIS

 Name of Authorized Representative
 DIRECTOR, DHHS

 Title of Authorized Representative
 5/9/17

 Date

Planned Parenthood of Northern New England
 Name of the Contractor

 Signature of Authorized Representative
 Meagan Gallagher

 Name of Authorized Representative
 President/CEO

 Title of Authorized Representative
 4/27/17

 Date



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

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

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

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

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

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

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

Contractor Name:

4/27/17
Date

M. Gallagher
Name: Meagan Gallagher
Title: President/CEO



FORM A

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

1. The DUNS number for your entity is: Keene 95-992-4278 Manchester 03-166-8973 Claremont 85-964-9154 Derry 88-480-5359 Exeter 84-858-2115
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: _____

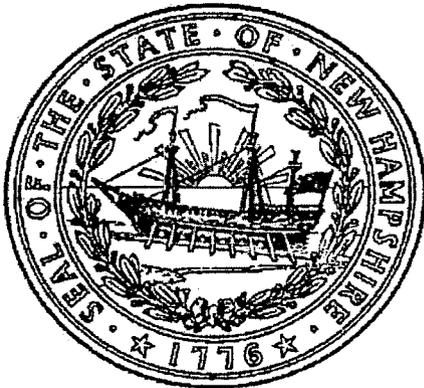
State of New Hampshire

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



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 January A.D. 2017.

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

William M. Gardner
Secretary of State

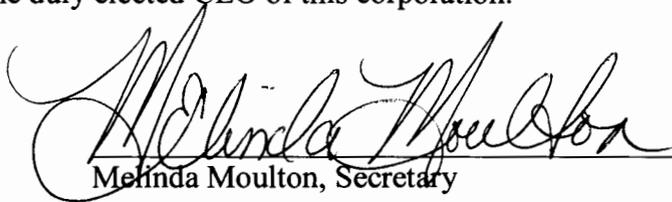
CERTIFICATE OF VOTE

I, Melinda Moulton, of Planned Parenthood of Northern New England, do hereby certify that:

- 1. I am the duly elected Secretary of Planned Parenthood of Northern New England;
- 2. The following are true copies of the resolution duly adopted by a vote of the Board of Trustees of the corporation, duly held on April 27th, 2017;

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

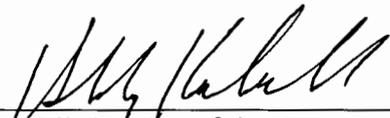
- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 27th day of April 2017.
- 4. Meagan Gallagher is the duly elected CEO of this corporation.



 Melinda Moulton, Secretary

STATE OF Vermont
 COUNTY OF Chittenden

The foregoing instrument was acknowledged before me this 27th day of April 2017 by Melinda Moulton.



 Notary Public/Justice of the Peace
 My Commission Expires: February 10, 2019





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2017

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 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.accountscs@marsh.com Fax: 212-948-1307		CONTACT NAME:	
109210-WC-30-30-17-18 COLVT GUW		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. 784 HERCULES DR, SUITE 110 COLCHESTER, VT 05446		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : New Hampshire Insurance Company	NAIC # 23841
		INSURER B : N/A	N/A
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: NYC-008766820-01 REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		082695195	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ INCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		086396874	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WC 015425137	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: EARLY INTERVENTION SERVICES FOR HUMAN IMMUNODEFICIENCY VIRUS (RFP-2017-DPHS-18-EARLY-01)

CERTIFICATE HOLDER DEPARTMENT OF HEALTH & HUMAN SERVICES, DIVISION OF PUBLIC HEALTH SERVICES EARLY INTERVENTION SVCS FOR HUMAN IMMUNODEFICIENCY VIRUS 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 of Marsh USA Inc. Ricki Fitzsimmons
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



PROGRAM SUPPORT DEPARTMENTS

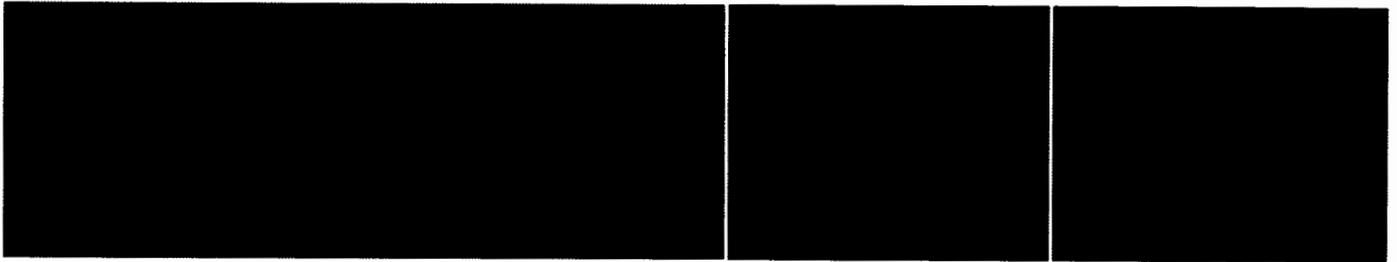
784 Hercules Drive, Suite 110, Colchester, VT 05546 • 800-287-8188

443 Congress., 3rd Floor, Portland, ME 04101 • 800-854-9762

18 Low Ave., Concord, NH 03301 • 844-250-7957

Mission Statement:

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.



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

CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2015

(with Comparative Totals for 2014)

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

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

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE), which comprise the consolidated statement of financial position as of December 31, 2015, and the related consolidated statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of PPNNE as of December 31, 2015, and the consolidated changes in its net assets and its consolidated cash flows for the year then ended, in conformity with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited PPNNE's 2014 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated April 28, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2014 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 29, 2016 on our consideration of PPNNE's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering PPNNE's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
April 29, 2016
Registration No. 92-0000278

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

Consolidated Statement of Financial Position

**December 31, 2015
(With Comparative Totals for 2014)**

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015 Total</u>	<u>2014 Total</u>
Current assets					
Cash	\$ 143,945	\$ 2,532,651	\$ -	\$ 2,676,596	\$ 1,471,507
Accounts receivable, net	1,247,944	-	-	1,247,944	1,338,680
Contributions receivable, net	913,105	486,247	-	1,399,352	565,913
Other	<u>969,250</u>	<u>-</u>	<u>-</u>	<u>969,250</u>	<u>835,694</u>
Total current assets	<u>3,274,244</u>	<u>3,018,898</u>	<u>-</u>	<u>6,293,142</u>	<u>4,211,794</u>
Property and equipment					
Land	247,561	-	-	247,561	247,561
Buildings	3,119,403	-	-	3,119,403	2,647,257
Leasehold improvements	4,638,042	-	-	4,638,042	5,102,671
Furniture, fixtures and equipment	2,779,346	-	-	2,779,346	3,129,621
Construction-in-progress	<u>37,247</u>	<u>-</u>	<u>-</u>	<u>37,247</u>	<u>34,915</u>
	10,821,599	-	-	10,821,599	11,162,025
Less accumulated depreciation and amortization	<u>(6,319,281)</u>	<u>-</u>	<u>-</u>	<u>(6,319,281)</u>	<u>(6,430,207)</u>
Total property and equipment, net	<u>4,502,318</u>	<u>-</u>	<u>-</u>	<u>4,502,318</u>	<u>4,731,818</u>
Other assets					
Contributions receivable, net of current portion	-	733,781	-	733,781	113,821
Long-term investments	2,954,814	810	1,279,814	4,235,438	4,680,017
Other	<u>104,713</u>	<u>545,496</u>	<u>-</u>	<u>650,209</u>	<u>656,254</u>
Total other assets	<u>3,059,527</u>	<u>1,280,087</u>	<u>1,279,814</u>	<u>5,619,428</u>	<u>5,450,092</u>
Total assets	<u>\$10,836,089</u>	<u>\$ 4,298,985</u>	<u>\$ 1,279,814</u>	<u>\$16,414,888</u>	<u>\$14,393,704</u>

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

LIABILITIES AND NET ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015 Total</u>	<u>2014 Total</u>
Current liabilities					
Current portion of long-term debt and capital lease	\$ 289,000	\$ -	\$ -	\$ 289,000	\$ 873,667
Accounts payable and accrued expenses	658,273	-	-	658,273	1,070,797
Accrued salaries and benefits	690,843	-	-	690,843	642,211
Other	<u>1,492,344</u>	<u>-</u>	<u>-</u>	<u>1,492,344</u>	<u>888,573</u>
Total current liabilities	3,130,460	-	-	3,130,460	3,475,248
Long-term debt, net of current portion					
	<u>680,294</u>	<u>-</u>	<u>-</u>	<u>680,294</u>	<u>472,917</u>
Total liabilities	<u>3,810,754</u>	<u>-</u>	<u>-</u>	<u>3,810,754</u>	<u>3,948,165</u>
Net assets					
Undesignated	4,394,913	-	-	4,394,913	4,144,891
Board-designated for long-term investment	2,630,422	-	-	2,630,422	2,630,422
Temporarily restricted	-	4,298,985	-	4,298,985	2,392,862
Permanently restricted	<u>-</u>	<u>-</u>	<u>1,279,814</u>	<u>1,279,814</u>	<u>1,277,364</u>
Total net assets	<u>7,025,335</u>	<u>4,298,985</u>	<u>1,279,814</u>	<u>12,604,134</u>	<u>10,445,539</u>
Total liabilities and net assets	<u>\$10,836,089</u>	<u>\$ 4,298,985</u>	<u>\$ 1,279,814</u>	<u>\$16,414,888</u>	<u>\$14,393,704</u>

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

Consolidated Statement of Activities

**Year Ended December 31, 2015
(With Comparative Totals for 2014)**

	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	Permanently <u>Restricted</u>	2015 Total	2014 <u>Total</u>
Operating revenue and support					
Gross patient service revenue	\$ 33,216,850	\$ -	\$ -	\$ 33,216,850	\$ 33,695,421
Less contractual allowances and discounts	<u>20,806,294</u>	<u>-</u>	<u>-</u>	<u>20,806,294</u>	<u>20,601,318</u>
Patient service revenue (net of contractual allowances and discounts)	12,410,556	-	-	12,410,556	13,094,103
Less provision for bad debts	<u>575,164</u>	<u>-</u>	<u>-</u>	<u>575,164</u>	<u>485,310</u>
Net patient service revenue	11,835,392	-	-	11,835,392	12,608,793
Grants and contracts	3,338,644	-	-	3,338,644	3,794,585
Contributions and bequests	5,388,918	1,823,795	-	7,212,713	3,764,912
Other	<u>213,352</u>	<u>54,045</u>	<u>-</u>	<u>267,397</u>	<u>636,171</u>
	20,776,306	1,877,840	-	22,654,146	20,804,461
Net assets released from restrictions	<u>887,625</u>	<u>(887,625)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total operating revenue and support	<u>21,663,931</u>	<u>990,215</u>	<u>-</u>	<u>22,654,146</u>	<u>20,804,461</u>
Operating expenses					
Program services					
Direct patient services	16,231,053	-	-	16,231,053	15,494,669
Education and outreach	119,701	-	-	119,701	124,570
Public policy	929,083	-	-	929,083	1,587,499
Marketing and communication	<u>221,689</u>	<u>-</u>	<u>-</u>	<u>221,689</u>	<u>214,378</u>
Total program services	<u>17,501,526</u>	<u>-</u>	<u>-</u>	<u>17,501,526</u>	<u>17,421,116</u>
Support services					
General and administrative	2,385,795	-	-	2,385,795	2,297,702
Fundraising	1,005,343	-	-	1,005,343	998,262
PPFA program support	<u>233,104</u>	<u>-</u>	<u>-</u>	<u>233,104</u>	<u>235,796</u>
Total support services	<u>3,624,242</u>	<u>-</u>	<u>-</u>	<u>3,624,242</u>	<u>3,531,760</u>
Total expenses	<u>21,125,768</u>	<u>-</u>	<u>-</u>	<u>21,125,768</u>	<u>20,952,876</u>
Change in net assets from operations	<u>538,163</u>	<u>990,215</u>	<u>-</u>	<u>1,528,378</u>	<u>(148,415)</u>
Other changes					
Non-operating investment loss	(378,115)	(59,761)	-	(437,876)	(115,557)
Contributions	-	1,065,643	2,450	1,068,093	815,013
Net assets released from restrictions	<u>89,974</u>	<u>(89,974)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total other changes	<u>(288,141)</u>	<u>915,908</u>	<u>2,450</u>	<u>630,217</u>	<u>699,456</u>
Change in net assets	250,022	1,906,123	2,450	2,158,595	551,041
Net assets, beginning of year	<u>6,775,313</u>	<u>2,392,862</u>	<u>1,277,364</u>	<u>10,445,539</u>	<u>9,894,498</u>
Net assets, end of year	<u>\$ 7,025,335</u>	<u>\$ 4,298,985</u>	<u>\$ 1,279,814</u>	<u>\$ 12,604,134</u>	<u>\$ 10,445,539</u>

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

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

Consolidated Statement of Cash Flows

**Year Ended December 31, 2015
(With Comparative Totals for 2014)**

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ 2,158,595	\$ 551,041
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	685,568	622,628
Provision for bad debts	575,164	485,310
Proceeds from contributed securities	852,230	626,073
Unrealized/realized loss on investments	367,521	41,414
Contributions restricted to long-term purposes	(1,068,093)	(815,013)
Change in value of beneficial interest in trusts	(34,813)	51,830
Loss on disposal of property	189,440	52,777
(Increase) decrease in		
Accounts receivable	(484,428)	(489,150)
Contributions receivable	(1,404,148)	950,905
Other current assets	(133,556)	132,333
Other long-term assets	40,858	(750)
Increase (decrease) in		
Accounts payable and accrued expenses	(125,534)	37,881
Accrued salaries and benefits	48,632	51,589
Other current liabilities	<u>603,771</u>	<u>(1,159,887)</u>
Net cash provided by operating activities	<u>2,271,207</u>	<u>1,138,981</u>
Cash flows from investing activities		
Purchases of property and equipment	(711,498)	(653,420)
Proceeds from sale of property	69,000	-
Proceeds from sale of investments	281,905	463,159
Purchases of investments	<u>(1,057,077)</u>	<u>(997,868)</u>
Net cash used by investing activities	<u>(1,417,670)</u>	<u>(1,188,129)</u>
Cash flows from financing activities		
Contributions received for long-term purposes	1,018,842	712,913
Borrowings on line of credit	6,845,150	10,790,470
Repayments on line of credit	(6,845,150)	(11,208,881)
Principal payments on long-term debt and capital lease	<u>(667,290)</u>	<u>(232,822)</u>
Net cash provided by financing activities	<u>351,552</u>	<u>61,680</u>
Net increase (decrease) in cash and cash equivalents	1,205,089	12,532
Cash, beginning of year	<u>1,471,507</u>	<u>1,458,975</u>
Cash, end of year	<u>\$ 2,676,596</u>	<u>\$ 1,471,507</u>

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

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

Consolidated Statement of Functional Expenses

**Year Ended December 31, 2015
(With Comparative Totals for 2014)**

	Direct Patient Services	Education and Outreach	Public Policy	Marketing and Communication	Total Program Services	General and Administrative	Fundraising	Total Support Services	2015 Total	2014 Total
Payroll and related costs	\$ 9,069,716	\$ 91,489	\$ 543,782	\$ 97,048	\$ 9,802,035	\$ 1,474,742	\$ 683,074	\$ 2,157,816	\$ 11,959,851	\$ 11,027,847
Contraceptive supplies	2,153,542	-	434	-	2,153,976	-	-	-	2,153,976	2,338,457
Outside laboratory fees	414,823	-	-	-	414,823	-	-	-	414,823	506,678
Occupancy costs	1,847,610	19,126	70,350	23,308	1,960,394	231,519	71,149	302,668	2,263,062	2,258,734
Medical supplies	618,046	-	-	-	618,046	-	-	-	618,046	564,475
Professional services	510,389	52	98,321	13,000	621,762	308,880	23,260	332,140	953,902	879,797
Advertising	7,525	-	69,519	37,682	114,726	22,853	-	22,853	137,579	596,610
Insurance and taxes	206,544	309	1,877	274	209,004	11,166	1,005	12,171	221,175	208,089
Printing and postage	102,433	1,299	4,637	38,458	146,827	8,915	49,180	58,095	204,922	261,288
Dues and materials	67,434	-	65,772	177	133,383	13,386	1,851	15,237	148,620	161,056
Interest expense	41,459	19	4,351	25	45,854	23,011	2,234	25,245	71,099	99,503
Other	607,314	7,407	54,238	11,717	680,676	220,400	158,965	379,365	1,060,041	1,191,918
Total expenses before depreciation and PPFA program support	15,646,835	119,701	913,281	221,689	16,901,506	2,314,872	990,718	3,305,590	20,207,096	20,094,452
Depreciation and amortization	584,218	-	15,802	-	600,020	70,923	14,625	85,548	685,568	622,628
Total expenses before PPFA program support	16,231,053	119,701	929,083	221,689	17,501,526	2,385,795	1,005,343	3,391,138	20,892,664	20,717,080
PPFA program support	-	-	-	-	-	233,104	-	233,104	233,104	235,796
Total expenses	\$ 16,231,053	\$ 119,701	\$ 929,083	\$ 221,689	\$ 17,501,526	\$ 2,618,899	\$ 1,005,343	\$ 3,624,242	\$ 21,125,768	\$ 20,952,876

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

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

Notes to the Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for 2014)

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

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

1. Summary of Significant Accounting Policies

New Accounting Pronouncement

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

Principles of Consolidation

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

Comparative Financial Information

The consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. 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, 2014, from which the summarized information was derived.

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

Notes to the Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for 2014)

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 Presentation

Net assets and revenues, expenses, gains and losses are classified as follows based on existence or absence of donor-imposed restrictions:

Unrestricted net assets: Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets: Net assets subject to donor-imposed stipulations that may or will be met by actions of PPNNE and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Net assets subject to donor-imposed stipulations that are met in the same reporting period are reported as unrestricted support.

Permanently restricted net assets: Net assets subject to donor-imposed stipulations that they be maintained permanently by PPNNE. Generally, the donors of these assets permit PPNNE to use all or part of the income earned on related investments for general or specific purposes.

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 either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets.

Income Taxes

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

Cash

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

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

Notes to the Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for 2014)

Accounts Receivable

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

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

The allowance for doubtful accounts was approximately \$547,000 and \$618,000 at December 31, 2015 and 2014, respectively. During 2015 and 2014, net write-offs of self-pay accounts were \$646,164 and \$635,310, respectively.

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 unrestricted support 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 restricted support. 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 temporarily restricted net assets to unrestricted net assets 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.

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

Notes to the Consolidated Financial Statements

**December 31, 2015
(With Comparative Totals for 2014)**

Investments

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

Gifts of securities are reported at fair value on the date of the gift. PPNNE's policy is to liquidate all donated securities as soon as possible. Any resulting gain or loss is recognized in the unrestricted category.

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

Changes in Net Assets from Operations

The statements of activities report changes in net assets from operations. The changes in net assets which are excluded from this measurement include investment gain (loss) recognized on investments less the annual spending policy, contributions which are permanently restricted by the donor or which are donor-restricted to be used for the purpose of acquiring long-term assets and the release thereof when PPNNE has complied with the donative restrictions.

Net Patient Service Revenue

PPNNE has agreements with third-party payors that provide for payments at amounts different from their established rates. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered. For the years ended December 31, 2015 and 2014, net patient service revenue was reduced by \$12,533,812 and \$12,892,155, respectively, as a result of third-party contractual allowances and other adjustments.

The census mix percentage by patients and third-party payors for the years ended December 31 was as follows:

	<u>2015</u>	<u>2014</u>
Private pay	20%	23%
Other third-party payors	42	38
Federal and state	38	39
	<u>100%</u>	<u>100%</u>

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

Notes to the Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for 2014)

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 foregone for services and supplies furnished under its sliding fee/charity care policy, as well as the estimated cost of those services and supplies and equivalent service statistics.

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

	<u>2015</u>	<u>2014</u>
Charges foregone, based on established rates	\$ <u>7,407,225</u>	\$ <u>7,259,552</u>
Estimated costs and expenses incurred to provide charity care	\$ <u>4,669,000</u>	\$ <u>4,463,000</u>
Equivalent percentage of charity care charges to patient charges	<u>22.30%</u>	<u>21.54%</u>

Cost of providing charity care services has been estimated based on an overall financial statement ratio of costs (excluding PPFA program support) to charges applied to charity charges forgone.

Functional Allocation of Expenses

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

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, PPNNE has considered transactions or events occurring through April 29, 2016, which was the date that the consolidated financial statements were available to be issued.

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

Notes to the Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for 2014)

2. Accounts Receivable

Accounts receivable consisted of the following:

	<u>2015</u>	<u>2014</u>
Patient accounts receivable	\$ 2,667,942	\$ 2,598,680
Less allowance for contractual adjustments	(872,998)	(642,000)
Less allowance for uncollectible accounts	<u>(547,000)</u>	<u>(618,000)</u>
	<u>\$ 1,247,944</u>	<u>\$ 1,338,680</u>

3. Contributions Receivable

Contributions receivable consisted of the following:

	<u>2015</u>	<u>2014</u>
Contributions for		
Unrestricted purposes	\$ 913,105	\$ 222,728
Unrestricted purposes, time restrictions	1,122,811	322,923
Capital projects	100,330	47,690
Laura Fund	-	4,000
Other purposes	<u>39,215</u>	<u>95,194</u>
Contributions receivable	<u>2,175,461</u>	<u>692,535</u>
Less allowance for uncollectible contributions and unamortized discounts	<u>(42,328)</u>	<u>(12,801)</u>
Contributions receivable, net	<u>2,133,133</u>	<u>679,734</u>
Less contributions receivable, current portion	<u>1,399,352</u>	<u>565,913</u>
Contributions receivable, net of current portion	<u>\$ 733,781</u>	<u>\$ 113,821</u>

Contributions are due as follows at December 31:

	<u>2015</u>	<u>2014</u>
Less than one year	\$ 1,411,110	\$ 575,053
One to five years	<u>764,351</u>	<u>117,482</u>
Contributions receivable	<u>\$ 2,175,461</u>	<u>\$ 692,535</u>

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

Notes to the Consolidated Financial Statements

**December 31, 2015
(With Comparative Totals for 2014)**

4. Beneficial Interest in Trusts

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

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

The beneficial interest in these trusts is calculated based on the present value of the underlying assets using the beneficiaries' life expectancies and a 1% discount rate in 2015 and 2014.

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

	<u>2015</u>	<u>2014</u>
Charitable gift annuities	\$ 84,271	\$ 111,509
Pooled income funds	63,793	64,851
Charitable remainder annuity trust	-	6,092
Charitable remainder unitrusts	<u>397,432</u>	<u>328,231</u>
	<u>\$ 545,496</u>	<u>\$ 510,683</u>

5. Investments

The market value of the investments is as follows:

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 184,525	\$ 188,216
Mutual funds		
Short-term bonds	413,153	777,192
Bond funds	747,004	826,178
U.S. stocks	934,019	924,226
Non-U.S. stocks	902,914	790,981
Real estate securities	228,034	219,404
Commodity-linked securities	391,471	471,151
Exchange traded funds:		
Bond funds	83,028	94,760
Real estate securities	<u>351,290</u>	<u>387,909</u>
	<u>\$ 4,235,438</u>	<u>\$ 4,680,017</u>

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

Notes to the Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for 2014)

Investment (loss) income is summarized as follows:

	<u>2015</u>	<u>2014</u>
Interest and dividend income	\$ 150,550	\$ 161,669
Realized gain (loss)	8,860	(16,840)
Unrealized loss	(376,381)	(24,574)
Investment fees	<u>(23,905)</u>	<u>(24,812)</u>
	<u>\$ (240,876)</u>	<u>\$ 95,443</u>

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

	<u>2015</u>	<u>2014</u>
Operating investment income	\$ 197,000	\$ 211,000
Non-operating investment loss	<u>(437,876)</u>	<u>(115,557)</u>
	<u>\$ (240,876)</u>	<u>\$ 95,443</u>

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

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 People's United Bank prime rate, subject to a floor (3.5% at December 31, 2015 and 2014). The agreement expires August 1, 2016. Under the terms of the agreement, unrestricted investments not to exceed \$2,300,000, margined at 70% and subject to securities mix and bond rates, as well as 70% of PPNNE's accounts receivable aged 90 days and less, are pledged as collateral. There was no outstanding balance on the line of credit as of December 31, 2015 and 2014.

In connection with the 2015 line of credit agreement, PPNNE is required to maintain a debt service coverage ratio of 1-to-1. PPNNE was in compliance with this ratio for the year ended December 31, 2015.

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

Notes to the Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for 2014)

7. Long-Term Debt and Capital Lease Obligation

Long-term debt consisted of the following:

	<u>2015</u>	<u>2014</u>
Mortgage note payable to People's United Bank, with monthly installments due of \$1,904, including interest at 4.87%, through September of 2025, with a balloon payment for the remaining balance due at maturity, collateralized by buildings.	\$ 287,849	\$ -
Tenant improvement loan payable to CLAPP Building Partners, LLC, due in monthly installments of \$8,774, including interest at 7.5%, through May 2013, and monthly installments of \$9,119, including interest at 8.5%, through May 2021, uncollateralized.	473,703	539,787
Margin loan payable to Fidelity Investments, due on demand, requiring monthly payments of interest only at 3.5%, collateralized by investments.	207,742	699,500
Other long-term obligations paid off in 2015.	<u>-</u>	<u>107,297</u>
	969,294	1,346,584
Less current portion	<u>289,000</u>	<u>873,667</u>
Long-term debt, excluding current portion	<u>\$ 680,294</u>	<u>\$ 472,917</u>

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

2016	\$ 289,000
2017	87,000
2018	95,000
2019	103,000
2020	112,000
Thereafter	<u>283,294</u>
	<u>\$ 969,294</u>

Cash paid for interest approximates interest expense for the years ended December 31, 2015 and 2014.

Under the terms of People's United mortgage note agreement, PPNNE is required to maintain financial covenant, which were met as of December 31, 2015. No such requirement was required as of December 31, 2014.

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

Notes to the Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for 2014)

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 \$1,293,560 and \$1,280,593 in 2015 and 2014, respectively. Total equipment lease expense was \$42,062 and \$46,255 in 2015 and 2014, respectively.

Future minimum lease commitments are as follows:

2016	\$ 837,500
2017	798,100
2018	771,200
2019	781,800
2020	804,600
Thereafter	<u>1,003,440</u>
	<u>\$ 4,996,640</u>

Rental income relating to subleases under these leases was \$15,500 and \$12,000 in 2015 and 2014, respectively.

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 to determine no such accrual is necessary for the year ended December 31, 2015 and 2014. 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.

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

Notes to the Consolidated Financial Statements

**December 31, 2015
(With Comparative Totals for 2014)**

10. Restrictions on Net Assets

Temporarily restricted net assets consisted of donor contributions to the following programs or future periods not expended at year-end:

	<u>2015</u>	<u>2014</u>
PPFA - planned gifts	\$ 221,051	\$ 182,452
Planned Gifts - other	299,533	328,231
Laura Fund	58,279	51,333
Restricted to future programs	1,564,518	1,772,504
Cancer Screening Access Fund	1,927	17,917
CAPS Grant	13,725	24,862
The David Wagner Fund	810	6,223
Restricted for capital projects	<u>2,139,142</u>	<u>9,340</u>
	\$ 4,298,985	\$ 2,392,862

Net assets released from restrictions consisted of the following:

	<u>2015</u>	<u>2014</u>
Operating purpose or time restrictions accomplished		
Laura Fund	\$ 27,290	\$ 28,918
Environmental Toxin Initiative	-	15,574
Cancer Screening Access Fund	15,989	9,449
CAPS Grant	163,137	167,372
The David Wagner Fund	2,296	2,046
Time restrictions met	<u>678,913</u>	<u>1,247,150</u>
	\$ 887,625	\$ 1,470,509
Nonoperating purpose restrictions accomplished		
Acquisition of long-term assets	<u>\$ 89,974</u>	<u>\$ 845,465</u>

Permanently restricted net assets consisted of endowment fund assets to be held in perpetuity.
Permanently restricted net assets consisted of the following:

	<u>2015</u>	<u>2014</u>
Key to the Future Fund, income unrestricted	\$ 940,197	\$ 940,197
Laura Fund, income unrestricted	128,169	128,169
The David Wagner Fund, income restricted	50,559	50,459
Maine endowment, income unrestricted	76,209	76,209
Other endowment funds, income unrestricted	<u>84,680</u>	<u>82,330</u>
	\$ 1,279,814	\$ 1,277,364

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

Notes to the Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for 2014)

11. Endowment

PPNNE's endowment includes 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 permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment 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, classified as temporarily restricted net assets until appropriated by the Board of Directors for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

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 the organization 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 the organization
- (7) The investment policies of the organization

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

Notes to the Consolidated Financial Statements

**December 31, 2015
(With Comparative Totals for 2014)**

Endowment Composition and Changes in Endowment

The endowment net assets composition by type of fund as of December 31, 2015 is as follows:

	<u>Board Designated</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 810	\$ 1,279,814	\$ 1,280,624
Board-designated endowment funds	<u>2,630,822</u>	-	-	<u>2,630,822</u>
Total funds	<u>\$ 2,630,822</u>	<u>\$ 810</u>	<u>\$ 1,279,814</u>	<u>\$ 3,911,446</u>

The changes in endowment net assets for the fiscal year ended December 31, 2015 were as follows:

	<u>Board Designated</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, December 31, 2014	\$ 2,630,422	\$ 55,195	\$ 1,276,864	\$ 3,962,481
Investment return				
Investment income	88,455	37,769	-	126,224
Net depreciation	<u>(255,891)</u>	<u>(111,630)</u>	-	<u>(367,521)</u>
Total investment loss	(167,436)	(73,861)	-	(241,297)
Contributions	-	-	2,950	2,950
Transfers from unrestricted	310,791	73,521	-	384,312
Endowment assets appropriated for expenditure	<u>(142,955)</u>	<u>(54,045)</u>	-	<u>(197,000)</u>
Endowment net assets, December 31, 2015	<u>\$ 2,630,822</u>	<u>\$ 810</u>	<u>\$ 1,279,814</u>	<u>\$ 3,911,446</u>

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

Notes to the Consolidated Financial Statements

**December 31, 2015
(With Comparative Totals for 2014)**

The endowment net assets composition by type of fund as of December 31, 2014 was as follows:

	<u>Board Designated</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 55,195	\$ 1,276,864	\$ 1,332,059
Board-designated endowment funds	<u>2,630,422</u>	<u>-</u>	<u>-</u>	<u>2,630,422</u>
Total funds	<u>\$ 2,630,422</u>	<u>\$ 55,195</u>	<u>\$ 1,276,864</u>	<u>\$ 3,962,481</u>

The changes in endowment net assets for the fiscal year ended December 31, 2014 were as follows:

	<u>Board Designated</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, December 31, 2013	\$ 2,630,422	\$ 85,791	\$ 1,274,764	\$ 3,990,977
Investment return				
Investment income	94,717	41,835	-	136,552
Net depreciation	<u>(22,731)</u>	<u>(18,683)</u>	<u>-</u>	<u>(41,414)</u>
Total investment return	71,986	23,152	-	95,138
Contributions	-	-	2,100	2,100
Transfers from (to) unrestricted	86,429	(1,163)	-	85,266
Endowment assets appropriated for expenditure	<u>(158,415)</u>	<u>(52,585)</u>	<u>-</u>	<u>(211,000)</u>
Endowment net assets, December 31, 2014	<u>\$ 2,630,422</u>	<u>\$ 55,195</u>	<u>\$ 1,276,864</u>	<u>\$ 3,962,481</u>

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

Notes to the Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for 2014)

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 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 provide a total return approach maximizing overall return; long-term returns should either match or exceed the total of the set payout, fees and inflation.

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 a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints. As a long-term policy guideline, equity investments will normally constitute at least 56% and fixed income securities no more than 36% of endowment assets.

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 Directors. Under this policy, PPNNE appropriated for distribution of \$197,000 and \$211,000 for operating purposes as of December 31, 2015 and 2014, respectively.

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

Notes to the Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for 2014)

12. Fair Value Measurements and Disclosures

FASB ASC Topic 820-10-20, *Fair Value Measurements and Disclosures*, 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 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.

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

	<u>Fair Value Measurements at December 31, 2015</u>			
	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash and cash equivalents	\$ 184,525	\$ 184,525	\$ -	\$ -
Mutual funds				
Short-term bonds	413,153	413,153	-	-
Bond funds	747,004	747,004	-	-
U.S. stocks	934,019	934,019	-	-
Non-U.S. stocks	902,914	902,914	-	-
Real estate securities	228,034	228,034	-	-
Commodity-linked securities	391,471	391,471	-	-
Exchange traded funds				
Bond funds	83,028	83,028	-	-
Real estate securities	<u>351,290</u>	<u>351,290</u>	-	-
Investments	<u>\$ 4,235,438</u>	<u>\$ 4,235,438</u>	<u>\$ -</u>	<u>\$ -</u>
Contributions receivable	<u>\$ 2,133,133</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,133,133</u>
Charitable gift annuities	\$ 84,271	\$ -	\$ 84,271	\$ -
Pooled income funds	63,793	-	63,793	-
Charitable remainder unitrusts	<u>397,432</u>	<u>-</u>	<u>397,432</u>	<u>-</u>
Beneficial interest in trusts	<u>\$ 545,496</u>	<u>\$ -</u>	<u>\$ 545,496</u>	<u>\$ -</u>

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

Notes to the Consolidated Financial Statements

**December 31, 2015
(With Comparative Totals for 2014)**

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

	<u>Fair Value Measurements at December 31, 2014</u>			
	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash and cash equivalents	\$ 188,216	\$ 188,216	\$ -	\$ -
Mutual funds				
Short-term bonds	777,192	777,192	-	-
Bond funds	826,178	826,178	-	-
U.S. stocks	924,226	924,226	-	-
Non-U.S. stocks	790,981	790,981	-	-
Real estate securities	219,404	219,404	-	-
Commodity-linked securities	471,151	471,151	-	-
Exchange traded funds				
Bond funds	94,760	94,760	-	-
Real estate securities	<u>387,909</u>	<u>387,909</u>	<u>-</u>	<u>-</u>
Investments	<u>\$ 4,680,017</u>	<u>\$ 4,680,017</u>	<u>\$ -</u>	<u>\$ -</u>
Contributions receivable	<u>\$ 679,734</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 679,734</u>
Charitable gift annuities	\$ 111,509	\$ -	\$ 111,509	\$ -
Pooled income funds	64,851	-	64,851	-
Charitable remainder annuity trust	6,092	-	6,092	-
Charitable remainder unitrusts	<u>328,231</u>	<u>-</u>	<u>328,231</u>	<u>-</u>
Beneficial interest in trusts	<u>\$ 510,683</u>	<u>\$ -</u>	<u>\$ 510,683</u>	<u>\$ -</u>

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

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

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

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

Notes to the Consolidated Financial Statements

**December 31, 2015
(With Comparative Totals for 2014)**

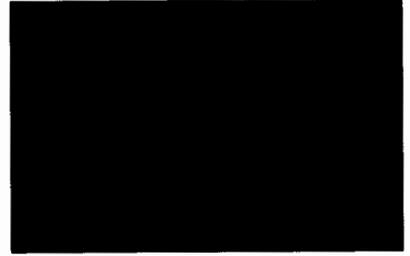
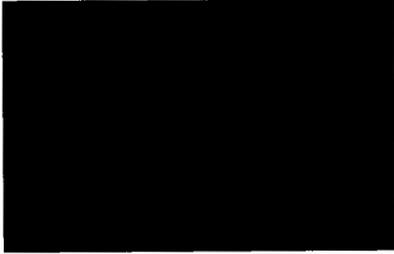
Significant activity for assets measured at fair value on a recurring basis using significant unobservable inputs is as follows:

	<u>Contributions Receivable</u>
December 31, 2013	\$ 1,528,539
Contributions/additions	1,666,958
Contribution written off	(3,500)
Change in value	25,888
Receipts	<u>(2,538,151)</u>
December 31, 2014	679,734
Contributions/additions	2,692,351
Contributions written off	(29,527)
Receipts	<u>(1,209,425)</u>
December 31, 2015	<u>\$ 2,133,133</u>

13. Cash Flow Information

PPNNE had the following noncash activity for the years ended December 31:

	<u>2015</u>	<u>2014</u>
Capital expenditures	\$ 714,508	\$ 940,410
Less long-term borrowings incurred on capital acquisitions	(290,000)	-
Less accounts payable as of year-end	-	(286,990)
Add payments on prior year short-term accounts payable used to finance capital expenditures	<u>286,990</u>	<u>-</u>
Cash payment for purchases of property and equipment	<u>\$ 711,498</u>	<u>\$ 653,420</u>





**Planned Parenthood of Northern New England
Board of Trustees 2016 – 2017**

Officers:	Chair:	Matthew Houde
	First Vice Chair:	Steve Sinding
	Second Vice Chair:	Iris Estabrook
	Secretary:	Melinda Moulton
	Treasurer:	Benjamin T. Siracusa Hillman

Maine

Noel Bonam
Portland, ME 04112

Daryl Fort
Portland, ME 04103

The Reverend Anne C. Fowler
Portland, ME 04103

Jennifer Goodspeed
Falmouth, ME 04105

Jane Honeck
Freeport, ME 04032

Margot Milliken
Portland, ME 04102

New Hampshire

Iris Estabrook
Barrington, NH 03825

Matthew Houde
Cornish, NH 03745

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

Rashida Mohamed
Manchester, NH 03105

Linda Patchett
New Castle, NH 03854

Benjamin T. Siracusa Hillman
Exeter, NH 03833

Skip Small, MD
Barrington, NH 03825

Regan Theiler
Enfield, NH 03748

Vermont

Melinda Moulton
Huntington, VT 05462

Randall Rives Perkins
Manchester Center, VT 05255

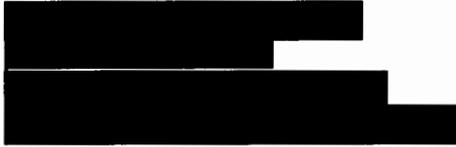
Steven W. Sinding
Manchester, VT 05254

DONNA L. BURKETT, MD

Curriculum Vitae

Medical Director

Planned Parenthood of Northern New England



EDUCATION

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

EMPLOYMENT

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

NC. Duties include:

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

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

2001-2005

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

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

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

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

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

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

July and August 1998 Extended vacation, following residency

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

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

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

ADDITIONAL EDUCATIONAL EXPERIENCE

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

PROFESSIONAL MEMBERSHIPS

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

VOLUNTEER SERVICE

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

INTERESTS AND ACTIVITIES

Knitting, cooking local foods, gardening, traveling

REFERENCES

Available upon request



Tanya Waters, CNM

Professional Experience

2013 - present Planned Parenthood of N. New England

Certified Nurse-Midwife

- Provider of reproductive, gynecologic and limited primary care services.
- Privileged to perform dating ultrasound, vulvar biopsy, endometrial biopsy, laminaria insertion and IUC placement.

2005 - 2013 Gifford Medical Center

Certified Nurse-Midwife

- Provider of full-scope women's health care services in the inpatient and outpatient settings.
- Privileged to first assist during cesarean birth.
- Worked in collaborative relationships with an extensive group of health care professionals to provide clinical care.

2004 - 2005 Planned Parenthood of Western Washington

Certified Nurse-Midwife

- Health care team member providing reproductive health care to a diverse group of clients.

1999 - 2004 Copley Hospital

Registered Nurse

- Worked as an inpatient RN in this community-based hospital.

2000 - 2002 Fletcher Allen Health Care

Registered Nurse

- Worked as an RN in Vermont's Level 1 Trauma Center.

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

Memberships

Member of the American College of Nurse-Midwives

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

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

Present

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

Training & Operations Manager, Planned Parenthood of Northern New England

2012-2014

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

Training and Operations Specialist, Planned Parenthood of Northern New England

2010-2012

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

Gynecological Teaching Assistant and Standardized Patient, University of Vermont

2009-2011

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

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

2006-2010

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

CERTIFICATIONS

Nonprofit Management, Marlboro College, 2012

Train the Trainer, PPNNE, 2011

Genette Hoffman R.N. BSN

Professional Summary: Seeking a position as the Director, Centralized Clinical Support.

Skills

- Care Coordination
- Triaging patient care needs
- Policy Review and Updating
- High level of autonomy
- Proficiency in electronic record
- Critical thinking
- Attention to detail
- Quality improvement competency
- Independent judgment and decision making
- Education Teaching and Training

Professional Experience

Director of Centralized Clinical Support August 2016- Current position

Care Coordinator Accountable Care Grant Program.

02/ 2016- 6/2016

- Telecommunication
- Care Coordination
- Collaboratively working with PCP and their chronic care patients
- PHAROS EMR system

Medical Surgical Nurse, DHMC
(Travel Nurse Assignment)

12/2015 -8/2016

- Extensive knowledge of surgical equipment and routines
- Scrub and Circulate Orthopedics, General, Urology, OBGYN cases.
- Providing orientation and training to new staff members
- Improvement projects completed

Charge Nurse Operating Room.

05/2007 to 12/2015

Copley Hospital- Morrisville, VT

- Responsible for day-to-day operations of perioperative services including the operating room, pre-op and PACU services.
- Exceptional ability to multitask, manage numerous, often competing priorities with ease and foster the provision of superior patient care.
- Writing and revising policy and procedures.

RN Night Charge Nurse Medical Surgical Unit
Central Vermont Medical Center – Berlin, VT

03/2010 to 09/2014

- Ability to actively seek educational opportunities to improve clinical practice.
- Oversaw average of twenty patients per shift.
- Adeptly handling all aspects of treatment from medication to wound care to monitoring.
- Self-directed with astute judgment skills.
- High level of personal accountability.
- Managed care for post-operative patients through discharge.
- Liaised between patients and physicians to ensure patient comprehension of treatment plans.
- Instructed patients and family members on proper discharge care..
- Developed and implemented nursing care plans.
- Developed patient care plans, including assessments, evaluations and nursing diagnoses.
- Managed clinical oversight for 35-bed unit.

University of Vermont Medical Center Nurse Practitioner Program
University of Vermont, Burlington, VT

09/2010 to 12/2011

- Collaboration with primary care providers
- Assessment and diagnosing of primary care patients
- Graduate Research and Ligature Analysis
- Graduate Health Care mission trip to Oaxaca Mexico to study The Health Care Industry

Clinical Associate Instructor, 08/2006 to 06/2011
Vermont Technical College- Randolph, VT

- Teaching using evidenced based practices; assist students to apply classroom theory to real world clinical situations
- Knowledge of current nursing theories of practice skills used in the clinical settings.
- Ability to meet health requirements of the hospital and/or agency to which assigned.
- Supervise up to 10 students in a clinical setting.
- Plan learning experiences that reinforce and illustrate the clinical objectives of the course.
- Maintain records of students' performance and confer with the Lead Instructor in establishing guidelines for clinical performance.

Education

Masters of Science in Nursing, Adult Nurse Practitioner Degree, (attended 2011, did not completed)
University of Vermont, Burlington, VT

Bachelor of Science: Nursing, 2008
University of Phoenix – Arizona City, AZ

Associate of Science: Nursing, May 1999
Castleton State College – Castleton, VT

Certifications

Advanced Cardiac Life Support (ACLS) Certification until 2017.

Basic Life Support (BLS) Certification until 2017.

Active Nursing Licensure in Vermont and New Hampshire.

Christie Allen

Planned Parenthood of Northern New England



Summary

Nurse Leader with 17 years of comprehensive health care experience, spanning neonatology, pediatrics, women's health, and Program Coordination, in various geographical locations. Recognized as an innovator with expertise in:

- Patient Care Services
- Systems Improvement
- Program Design
- Program Development

Accomplishments

Patient Care

- Provided direct patient care in various hospital settings through the country, including critical access hospitals, Level 1 trauma centers, and small community hospitals. This included the entire spectrum of care provision from intensive care to in-hospital hospice and palliative care and was provided to neonatal, pediatric, and adult populations.
- Supported ongoing Neonatal resident, physician, and nursing development as a Neonatal Resuscitation Program educator.
- Supported education of new nurses via supervision of summer interns through the University of Vermont Nursing Program senior practicum program.

Systems Improvement

- Key liaison in bringing "Now I Lay Me Down to Sleep" volunteer photographers into University of Vermont Medical Center's Birthing Center and then Neonatal Intensive Care Unit to support families facing stillbirth and infant loss.
- Member of the interdisciplinary Neonatal Bereavement Committee, at University of Vermont Medical Center planning and implementing family-centered supportive measures for those experiencing infant loss in the Neonatal Intensive Care setting.
- Infection Prevention Advocate working in hospital-wide collaborative addressing inpatient infection prevention, with resultant 0% central line associated-blood stream infection rate in Neonatal Intensive Care Unit for > 36 months.
- Actively supported Department of Vermont Health Access and the Vermont Chronic Care Initiative's adoption of a new Medicaid Management Information System, including participating in User Testing, User Adoption testing, End User teaching, technical support and coaching for staff with varying technological backgrounds.

Program Design

- Designed a statewide system of case management, the Medicaid Obstetrical and Maternal Support (MOMS) Program, for at-risk pregnant Medicaid beneficiaries

Christie Allen

Planned Parenthood of Northern New England

- Designed and implemented Infant Loss materials packet for families experiencing the death of an infant in the University of Vermont Medical Center's Neonatal Intensive Care Unit, including vetting, selecting, and ordering of appropriate materials.

Program Development

- Successfully branded and marketed the MOMS Program to community partners, their Board Members, and various State agencies, resulting in statewide recognition and referrals from all counties in the state of Vermont.
- Selected MOMS Program benchmarks and performed audits to measure documentation of implemented measures and interventions.
- Provided staff women's health education and supported care provision to clients for a decentralized group of nurse case managers, located statewide.
- Selected, implemented, and educated Medicaid nurse case managers on standardized screening tools to enhance programmatic preventative health screening and compliance with Healthcare Effectiveness Data and Information Set (HEDIS) measures.

Employment

Planned Parenthood of Northern New England

2015-present

Clinical Quality Coordinator

Working collaboratively with the Medical Services and Health Center Operations teams to deliver continuous quality improvements to patient care, ensure clinical regulatory compliance, and maintain clinical safety excellence for patients and staff for the 21 clinical regional sites. Identifying staff training opportunities for these functional areas and developing training content, tools, and resources. Managing the health care topic audits and providing summaries and analysis for clinical quality improvement and grant reporting.

Department of Vermont Health Access

2014-2015

Program Coordinator/Vermont Medicaid Obstetrical and Maternal Support Program

Designed, branded, and implemented a comprehensive statewide case management program for at-risk pregnant Medicaid beneficiaries. Designed and monitored workflow of statewide nurse case managers, marketed a new program to community partners while seeking to avoid redundancies and foster collaboration. Designed and disseminated beneficiary education materials and worked with Medicaid Administration to improve quality while reducing cost in care provided to childbearing aged women and their infants on Vermont.

University of Vermont Medical Center

Staff Nurse/ NICU

2011-2014

Provided care to critically ill and premature infants, in a family centered model of care. Charge and leadership responsibilities as assigned. Filled Circulating Registered Nurse role, one of 5 nurses trained on the unit to provide discharge planning, arranging community services for patients after discharge, and maintaining flexibility to assist staff as needed.

Staff Nurse /Birthing Center

2007-2011

Providing care to antepartum, laboring, and postpartum women and their families as a labor nurse, Operating Room circulator, and procedural scrub nurse. Filled charge role frequently.

Christie Allen

Planned Parenthood of Northern New England

Staff Nurse/ Surgical and Pediatric Intensive Care Unit 2004-2007
Providing care to critically ill adults and children. Frequently assumed the role of preceptor to staff needing further training in pediatrics, as well as charge role.

Visiting Nurses Association
Pediatric High-Tech Home Care Nurse 2005-2007
Providing specialized technical care to children in their home environment.

Office of Dr. Robert Gordon 2004-2007
Procedural Office Nurse
Providing sedation, procedural assistance, and other tasks as needed in busy cosmetic dermatology office setting.

Medical Express 2001-2004
Traveling Nurse
13 week contracts throughout various Adult and Pediatric Intensive Care Units and Recovery Rooms throughout the United States.

Western Arizona Regional Medical Center 1999-2001
Staff Nurse/ Recovery Room

University Medical Center, Syracuse, NY 1998-1999
Staff Nurse/Renal Transplant

Education

University of Vermont, Center for Leadership and Innovation

Professional Certificate in Project Management Essentials

Chamberlain College of Nursing

Bachelors of Science (Nursing, Honors Graduate)

Jefferson Community College

Associate of Applied Science (Nursing)

Community Service Highlights

Children and Recovering Mothers (ChARM) Team member

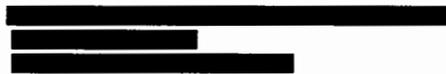
Empaneled Monthly Child Protection Team coordinating care for opiate exposed newborns in Vermont

Invited Speaker

Challenges and Strategies for Caring for Women and Infants with Perinatal Opioid Exposure Conference, Vermont Oxford Network, iNICQ at Dartmouth Hitchcock Medical Center

Christie Allen

Planned Parenthood of Northern New England



Case Management for Opiate Exposed Mothers and Neonates, Improving Care of the Opiate Exposed Newborn Statewide Quarterly Conference Call

Vaccine Advocate

Gave Legislative testimony twice during repeal of Philosophical Exemption, Legislative Session 2015

Gave formal interview on complex topic to local station, WCAX

Shelburne Food Shelf

Secretary of the Board, Inaugural Board/Director of Communications Committee

Assisted with writing of by-laws, application for 501(c) 3 nonprofit status, operating policy/procedure, financial planning and budgeting with annual \$30,000 budget raised entirely by voluntary donations

Chief organizer for a 2015 holiday planning initiative to distribute food in a shopping model to families of children that would be without adequate food access over school vacation. Liaised successfully with multiple community partners, including churches, vendors, PTO, private donors, and volunteers to serve 100% of food needs for 23 identified needs households in a dignified and supportive manner.

Founder, P!nk for Pink

Co-founder and organizer of annual October single day charity cycling event, which has raised over \$15,000 dollars for local cancer patient support programs. Designed and manage social media presence and website, design payment systems, and initiate and maintain vendor relations.

HOLLY SCHIAVONI

Professional Summary

Dedicated and self-motivated business professional effective at developing, implementing, monitoring and evaluating operational programs and processes.

Key Skills

Health Center Management
Grant Writing & Reporting
Training

Community Outreach
Customer Service
Project Management

Problem solving
Financial Oversight
Leadership

Experience

Planned Parenthood of Northern New England

2004 to Present

- *Director of Government Grants*, July 2015 to present
- *Senior Operations Manager*, January 2013 to July 2015
- *Health Center Manager*, January 2011 to January 2013
- *Health Care Associate*, 2004 to 2011

Education

New England College
Henniker, NH
Women's Studies Major, Art History Minor

1997 2000

The American University Of Paris
Paris, France
Concentration in Art History

2000 2001

PPNNE 2017 KEY PERSONNEL

Name and Title	2017 Annual Salary	No. of Mos. Budgeted	% of Time on Grant	Total Cost
Key Personnel:				
Medical Director	\$ 213,200	12	22.66%	\$ 48,311
Director of Health Center Operations	\$ 105,008	12	22.66%	\$ 23,795
Clinical Quality Improvement Coordinator	\$ 49,920	12	22.66%	\$ 11,312
Director of Government Grants	\$ 53,801	12	22.66%	\$ 12,191
Director of Centralized Clinical Support	\$ 75,563	12	22.66%	\$ 17,122
Director of Clinical Care	\$ 99,759	12	22.66%	\$ 22,605
DOH Salary				
DOH Fringe @ %				
Contractual Salaries				
Fringe Benefits - (Itemize without Federally approved rate):				
FICA, SUTA, Worker's Comp	40.88%			
Health, Life, Disability & Dental	58.27%			
Retirement Plan	0.00%			
Other	0.84%			