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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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Jeffrey A. Meyers
Commissioner

Marcella Jordan Bobinsky
Acting Director

June 15, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House, Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Maternal & Child Health Section, Family Planning Program to enter into **retroactive** agreements with the vendors listed below to provide family planning services, in an amount not to exceed \$638,000 effective July 1, 2015 through June 30, 2017. 100% General Funds

Vendor	Vendor Code	Area Served	Amount
Joan G. Lovering Health Center	175132-R001	Portsmouth, Greenland	\$88,696
Planned Parenthood of Northern New England	177528-R002	Claremont, Derry, Exeter, Keene, Manchester	\$549,304
		Total:	\$638,000

Funds to support this request are available in the following account in State Fiscal Year 2016 and State Fiscal Year 2017 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.

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

Joan G Lovering Health Center

Fiscal Year	Class	Title	Activity Code	Amount
2016	102-500731	Contracts for Program Services	90080213	\$44,348
2017	102-500731	Contracts for Program Services	90080213	\$44,348
			Subtotal:	\$88,696

Planned Parenthood of Northern New England

Fiscal Year	Class	Title	Activity Code	Amount
2016	102-500731	Contracts for Program Services	90080213	\$274,652
2017	102-500731	Contracts for Program Services	90080213	\$274,652
			Subtotal:	\$549,304
			Total:	\$638,000

EXPLANATION

This request is retroactive because the intent of the legislature was that family planning funds were to be available for the entire biennium to increase access to reproductive health services.

The purpose of this request is to enter into agreement with these two (2) vendors to provide family planning clinical services and health education to low-income and uninsured women and men in order to maintain sexual health and achieve desired reproductive goals.

Family Planning programs in New Hampshire provide essential services to a diverse population of women, adolescents, and men. These contracts mirror the Scope of Work required by other Family Planning providers (Title X) in New Hampshire and are intended to improve access to low cost reproductive health care services in areas of the State not presently covered by DPHS-funded Title X network. The package of services includes: physical exams, breast and cervical cancer screening, Sexually Transmitted Infection (STI) testing and treatment, contraception, infertility assessment, pregnancy testing, and counseling and education. Joan G. Lovering Health Center and Planned Parenthood of Northern New England will be required to submit the same data and performance measures as those within the Title X network, to allow comparison across the state, each county and every vendor. These additional funds will ensure that basic reproductive health services will be accessible in all regions of the State, and will directly benefit the most vulnerable individuals and families needing these supports. Family Planning programs in New Hampshire provide services to approximately 17,000 individuals.

These contracts were competitively bid. A Request for Proposals was posted to the Department's website on April 5, 2016 through May 2, 2016. Two (2) proposals were received. A team of individuals with program specific knowledge evaluated the proposals. Both vendors were chosen to receive funding. Bid sheet is attached.

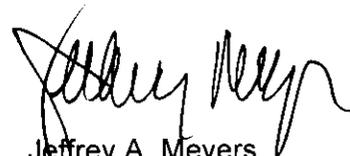
The Department reserves the right to renew the contract for up to four (4) additional years each, subject to continued availability of funding, satisfactory performance of the vendor and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, low-income, uninsured individuals may not have access to contraceptive services and preventive health services which may increase economic disparities and financial instability that results from unintended pregnancies.

Area Served: Portsmouth, Greenland, Claremont, Derry, Exeter, Keene, Manchester.

Source of Funds: 100% General Funds

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



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

Family Planning Services

RFP-2016-DPHS-06-Famil

RFP Name

RFP Number

Reviewer Names

1. Director
Jim Dall, OCOM, Senior Finance
2. Administrator IV, DHHS
Ken Merrifield, Business
3. Administrator III
P. J. Nadeau, Oil Finance,
4. Family Planning
Program Mgr.
Felecia Fielding,
5. Administrator IV
Patricia Tilley, DPHS, Maternal-Child Health,
6. Public Health Nurse Consultant
Anne Marie Mercuri, DPHS
7. Senior Project Mgr
Val Brown, DHHS,
8. Attorney II
Molly Lynch, DHHS,
- 9.

Pass/Fail	Maximum Points	Actual Points
	100	62
	100	82
	100	0
	100	0
	100	0
	100	0
	100	0

1. Bidder Name
Joan G. Lovering Health Center
2. Bidder Name
Planned Parenthood of Northern New England
3. 0
4. 0
5. 0
6. 0
7. 0

Subject: Family Planning (2016-dphs-06-famil) 02

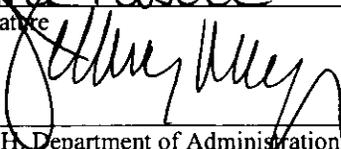
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Planned Parenthood of Northern New England		1.4 Contractor Address 748 Hercules Drive, Suite 110 Colchester, VT 05446	
1.5 Contractor Phone Number 802-448-9778	1.6 Account Number: 05-95-90-902010-5530	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$549,304
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Megan Gallagher, President & CEO	
1.13 Acknowledgement: State of <u>VT</u> , County of <u>CHITTENDEN</u> On <u>JUNE 13th</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="text-align: right; font-size: 2em;">  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace JENNIFER POWELL			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey A. Meyers, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: Megan Powell Attorney 4/14/14			
1.18 Approval by the Governor and Executive Council 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 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.

2. SCOPE OF SERVICES

The Contractor shall provide services for the purpose of reducing the health and economic disparities associated with the lack of access to quality family planning services in both urban and rural areas of the state.

Contractor shall:

- 2.1 Provide family planning and reproductive health care services, to low income women, adolescents, and men which include individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan, and uninsured individuals, and offer a sliding fee schedule according to Federal Title X regulations:

Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although projects must bill all third parties authorized or legally obligated to pay for services (Section 1006(c)(2), PHS Act; 42 CFR 59.5(a)(7)). A schedule of discounts, based on ability to pay, is required for individuals with family incomes between 101% and 250% of the FPL (42 CFR 59.5(a)(8)). Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the service site project director, are unable, for good cause, to pay for family planning services (42 CFR 59.2). For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services (42 CFR 59.5(a)(8)). Eligibility for discounts for un-emancipated minors who receive confidential services must be based on the income of the minor (42 CFR 59.2). Where there is legal obligation or



Exhibit A

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- authorization for third party reimbursement, including public or private sources, all reasonable efforts must be made to obtain third party payment without the application of any discounts (42 CFR 59.5(a)(9)).
- 2.2 Provide Clinical Services that follow Federal and State guidelines which shall be supervised by a Family Practice Medical Director.
 - 2.3 Provide Sexually Transmitted Disease (STD) and Human Immunodeficiency Virus (HIV) counseling and testing which conform to CDC's Fundamentals of STD and HIV Prevention Counseling.
 - 2.4 Provide Health Education Materials which have been first reviewed by local representation of 5-9 persons, and then approved by the Department.
 - 2.5 Provide Sterilization Services which adhere to federal sterilization requirements: (see link: <http://biotech.law.lsu.edu/Books/lbb/x690.htm>, and <http://www.hhs.gov/opa/pdfs/42-cfr-50-c.pdf> and <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations>).
 - 2.6 Ensure that any funding provided through this Agreement shall not be used for the provision of any/all abortion services.

3. STAFFING

- 3.1 The Contractor shall provide appropriate staffing to perform all tasks listed in Exhibit A, Scope of Services.
- 3.2 The Contractor shall provide appropriate training, education, and orientation to fulfill the requirements of the designated positions which shall be overseen by a qualified Family Practice Medical Director with specialized training and experience in family planning.
- 3.3 The Contractor shall maintain up to date records and documentation of staff positions requiring licenses or certifications.
- 3.4 The Contractor shall ensure that all records be made available to the Department upon request.

4. REPORTING REQUIREMENTS

- 4.1 The Contractor shall submit defined reporting and clinical performance measures which include baselines and targets within 30 days of contract effective date.
- 4.2 The Contractor shall collect and report data consistent with the federal Office of Population Affairs (OPA) Title X requirements, utilizing the methods currently in use by DHHS Family Planning partners to ensure key data and indicators are captured as a whole (currently John Snow, Inc. houses the regional database).
- 4.3 Federal Reporting shall include, but is not limited to:



Exhibit A

- 4.3.1 The percentage of clients served under 100% Federal Poverty Level.
- 4.3.2 The percentage of clients served under 250% Federal Poverty Level.
- 4.3.3 The percentage of clients served under twenty (20) years of age.
- 4.3.4 The percentage of clients served are Medicaid recipients (Health Protection Plan), and/or Expanded Medicaid Waiver for Family Planning.
- 4.3.5 The percentage of male clients.
- 4.4 State Clinical Performance Measures reporting shall include:
 - 4.4.1 The proportion of female clients at risk of unintentional pregnancy (up to age 44) who adopt or continue use of a highly or moderately effective, FDA approved contraceptive method annually.
 - 4.4.2 The proportion of female clients at risk of unintentional pregnancy (up to age 44) who adopt or continue use of a long-acting reversible method of contraception (LARC).



Method and Conditions Precedent to Payment

1. Subject to the availability of funding the Department shall pay the Contractor for successful provision of 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 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 clearly identify the amount requested by approved budget category.
 - 4.3. Invoices must be submitted to:

The invoice must be submitted to:
Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us
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 forty (40) 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.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1
BUDGET

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

Bidder/Program Name: Planned Parenthood of Northern New England

Budget Request for: New Hampshire Family Planning Program 16-DHHS-DPHS-FP-06
(Name of RFP)

Budget Period: July 1, 2015 - June 30, 2016

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Incremental	Indirect	Fixed	Incremental	Indirect	Fixed	Incremental	Indirect	Fixed	
1. Total Salary/Wages	\$ 1,889,537.00	\$ 51,882.00	\$ 1,841,429.00	\$ 1,765,687.00	\$ 51,882.00	\$ 1,817,579.00	\$ 123,850.00	\$ -	\$ -	\$ 123,850.00
2. Employee Benefits	\$ 443,235.00	\$ 12,174.00	\$ 455,409.00	\$ 414,230.00	\$ 12,174.00	\$ 426,404.00	\$ 29,005.00	\$ -	\$ -	\$ 29,005.00
3. Consultants	\$ 9,415.00	\$ -	\$ 9,415.00	\$ 8,798.00	\$ -	\$ 8,798.00	\$ 617.00	\$ -	\$ -	\$ 617.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ 9,780.00	\$ -	\$ 9,780.00	\$ 9,139.00	\$ -	\$ 9,139.00	\$ 641.00	\$ -	\$ -	\$ 641.00
6. Repair and Maintenance	\$ 43,740.00	\$ -	\$ 43,740.00	\$ 40,823.00	\$ -	\$ 40,823.00	\$ 2,867.00	\$ -	\$ -	\$ 2,867.00
7. Purchase/Depreciation	\$ 20,106.00	\$ -	\$ 20,106.00	\$ 18,788.00	\$ -	\$ 18,788.00	\$ 1,318.00	\$ -	\$ -	\$ 1,318.00
8. Supplies	\$ 263.00	\$ -	\$ 263.00	\$ 248.00	\$ -	\$ 248.00	\$ 17.00	\$ -	\$ -	\$ 17.00
9. Educational	\$ 101,909.00	\$ -	\$ 101,909.00	\$ 95,228.00	\$ -	\$ 95,228.00	\$ 6,681.00	\$ -	\$ -	\$ 6,681.00
10. Lab	\$ 633,215.00	\$ -	\$ 633,215.00	\$ 587,530.00	\$ -	\$ 587,530.00	\$ 45,685.00	\$ -	\$ -	\$ 45,685.00
11. Pharmacy	\$ 107,897.00	\$ -	\$ 107,897.00	\$ 100,825.00	\$ -	\$ 100,825.00	\$ 7,072.00	\$ -	\$ -	\$ 7,072.00
12. Medical	\$ 32,436.00	\$ -	\$ 32,436.00	\$ 30,310.00	\$ -	\$ 30,310.00	\$ 2,126.00	\$ -	\$ -	\$ 2,126.00
13. Office	\$ 64,568.00	\$ -	\$ 64,568.00	\$ 60,338.00	\$ -	\$ 60,338.00	\$ 4,230.00	\$ -	\$ -	\$ 4,230.00
14. Travel	\$ 376,416.00	\$ -	\$ 376,416.00	\$ 351,744.00	\$ -	\$ 351,744.00	\$ 24,672.00	\$ -	\$ -	\$ 24,672.00
15. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. Telephone	\$ 82,878.00	\$ -	\$ 82,878.00	\$ 77,446.00	\$ -	\$ 77,446.00	\$ 5,432.00	\$ -	\$ -	\$ 5,432.00
17. Postage	\$ 17,976.00	\$ -	\$ 17,976.00	\$ 16,798.00	\$ -	\$ 16,798.00	\$ 1,178.00	\$ -	\$ -	\$ 1,178.00
18. Subscriptions	\$ 76,858.00	\$ -	\$ 76,858.00	\$ 71,820.00	\$ -	\$ 71,820.00	\$ 5,038.00	\$ -	\$ -	\$ 5,038.00
19. Audit and Legal	\$ 33,066.00	\$ -	\$ 33,066.00	\$ 30,899.00	\$ -	\$ 30,899.00	\$ 2,167.00	\$ -	\$ -	\$ 2,167.00
20. Insurance	\$ 15,510.00	\$ -	\$ 15,510.00	\$ 14,493.00	\$ -	\$ 14,493.00	\$ 1,017.00	\$ -	\$ -	\$ 1,017.00
21. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Marketing/Communications	\$ 48,488.00	\$ -	\$ 48,488.00	\$ 45,310.00	\$ -	\$ 45,310.00	\$ 3,178.00	\$ -	\$ -	\$ 3,178.00
24. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25. Subcontracts/Agreements	\$ 119,931.00	\$ -	\$ 119,931.00	\$ 112,071.00	\$ -	\$ 112,071.00	\$ 7,860.00	\$ -	\$ -	\$ 7,860.00
26. Other (Specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Indirect As A Percent of Direct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 4,127,224.00	\$ 64,066.00	\$ 4,191,290.00	\$ 3,882,672.00	\$ 64,066.00	\$ 3,946,738.00	\$ 274,652.00	\$ -	\$ -	\$ 274,652.00

Contractor Initials: Ang
Date: 6/13/14

Exhibit B-2
BUDGET

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

Bidder/Program Name: Planned Parenthood of Northern New England

Budget Request for: New Hampshire Family Planning Program 16-DHHS-DPHS-PP-06

(Name of BPP)

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

Line Item	Total Program Cost		Contractor Share / Match		Funded by DPHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 1,889,537.00	\$ 51,892.00	\$ 1,841,429.00	\$ 51,892.00	\$ 1,816,581.00	\$ -	\$ 1,816,581.00
2. Employee Benefits	\$ 443,265.00	\$ 12,174.00	\$ 455,439.00	\$ 12,174.00	\$ 426,639.00	\$ -	\$ 426,639.00
3. Consultants	\$ 9,427.00	\$ -	\$ 9,427.00	\$ -	\$ 8,814.00	\$ 613.00	\$ 9,427.00
4. Equipment	\$ 9,879.00	\$ -	\$ 9,879.00	\$ -	\$ 9,237.00	\$ 642.00	\$ 9,879.00
5. Rental	\$ 43,965.00	\$ -	\$ 43,965.00	\$ -	\$ 41,125.00	\$ 2,840.00	\$ 43,965.00
6. Repair and Maintenance	\$ 20,171.00	\$ -	\$ 20,171.00	\$ -	\$ 18,860.00	\$ 1,311.00	\$ 20,171.00
7. Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ 248.00	\$ 17.00	\$ 265.00
9. Educational	\$ 104,456.00	\$ -	\$ 104,456.00	\$ -	\$ 97,665.00	\$ 6,791.00	\$ 104,456.00
10. Lab	\$ 848,851.00	\$ -	\$ 848,851.00	\$ -	\$ 802,559.00	\$ 46,292.00	\$ 848,851.00
11. Pharmacy	\$ 110,584.00	\$ -	\$ 110,584.00	\$ -	\$ 103,404.00	\$ 7,180.00	\$ 110,584.00
12. Medical	\$ 33,010.00	\$ -	\$ 33,010.00	\$ -	\$ 30,864.00	\$ 2,146.00	\$ 33,010.00
13. Office	\$ 85,185.00	\$ -	\$ 85,185.00	\$ -	\$ 80,928.00	\$ 4,257.00	\$ 85,185.00
14. Travel	\$ 383,689.00	\$ -	\$ 383,689.00	\$ -	\$ 358,725.00	\$ 24,964.00	\$ 383,689.00
15. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. Telephone	\$ 84,459.00	\$ -	\$ 84,459.00	\$ -	\$ 78,968.00	\$ 5,491.00	\$ 84,459.00
17. Postage	\$ 16,021.00	\$ -	\$ 16,021.00	\$ -	\$ 16,849.00	\$ -	\$ 16,021.00
18. Subscriptions	\$ 76,982.00	\$ -	\$ 76,982.00	\$ -	\$ 71,986.00	\$ 5,006.00	\$ 76,982.00
19. Audit and Legal	\$ 33,067.00	\$ -	\$ 33,067.00	\$ -	\$ 30,817.00	\$ 2,250.00	\$ 33,067.00
20. Insurance	\$ 15,898.00	\$ -	\$ 15,898.00	\$ -	\$ 14,864.00	\$ 1,034.00	\$ 15,898.00
21. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Marketing/Communications	\$ 49,366.00	\$ -	\$ 49,366.00	\$ -	\$ 46,196.00	\$ 3,210.00	\$ 49,366.00
24. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25. Subcontracts/Agreements	\$ 121,189.00	\$ -	\$ 121,189.00	\$ -	\$ 113,311.00	\$ 7,878.00	\$ 121,189.00
26. Other (Specify details mandatorily)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 4,161,248.00	\$ 64,064.00	\$ 4,225,312.00	\$ 64,064.00	\$ 3,865,434.00	\$ 359,878.00	\$ 4,225,312.00

1.5%

Indirect At A Percent of Direct

Contractor Initials *mg*
Date 6/13/16



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$5,000,000; and
4. The Division reserves the right to renew the contract for up to four (4) years, subject to continued availability of funding, the satisfactory performance of the vendor and approval of the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

see below

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

Contractor Name:

6/13/14
Date

Megan Gallagher
Name: Megan Gallagher
Title: President/CEO

Claremont: 136 Pleasant St, Claremont, Sullivan, NH 03743
Derry: 4 Birch St, Derry, Rockingham, NH 03038
Exeter: 108 High St, Exeter, Rockingham, NH 03833
Keene: 8 Middle St, Keene, Cheshire, NH 03431
Manchester: 24 Pennacook St, Manchester, Hillsborough, NH 03104



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

6/13/16
Date


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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(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:

6/13/14
Date


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

Contractor Initials

MJ

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



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

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

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

Contractor Name:

6/13/14
Date

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

Exhibit G

Contractor Initials MG

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/13/14
Date


Name: Megan Gallagher
Title: President / CED



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

DHHS
 The State
Jeffrey H. Meyers
 Signature of Authorized Representative
Jeffrey H. Meyers
 Name of Authorized Representative
Commissioner
 Title of Authorized Representative
6-16-16
 Date

Planned Parenthood of Northern New England
 Name of the Contractor
M. Gallagher
 Signature of Authorized Representative
Megan Gallagher
 Name of Authorized Representative
President/CEO
 Title of Authorized Representative
June 13, 2016
 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:

6/13/14
Date

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



FORM A

Keene 95-992-4218

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.

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

NH DHHS CERTIFICATE OF VOTE

I, Randall Perkins, of Planned Parenthood of Northern New England, do hereby certify that:

1. I am the duly elected Chair of Planned Parenthood of Northern New England;
2. The following are true copies of two resolutions duly adopted by a vote of the Board of Trustees of the corporation, duly held on June 8th, 2016;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That Meagan Gallagher 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. Meagan Gallagher is the duly elected President/CEO of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect this 13th day of June 2016.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the corporation as of June 13th, 2016.

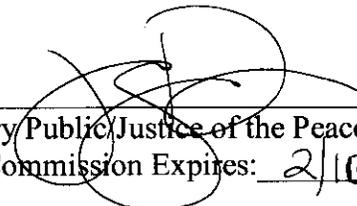


Randall Perkins, Chair

STATE OF VERMONT

COUNTY OF CHITTENDEN

The foregoing instrument was acknowledged before me this 13th day of June 2016 by Randall Perkins.

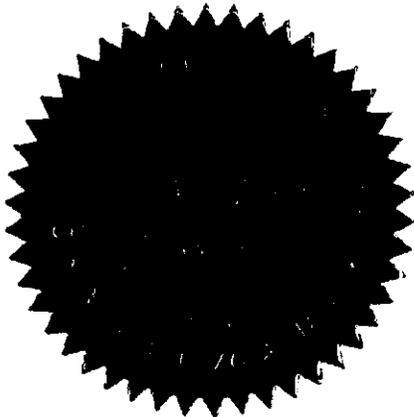


Notary Public/Justice of the Peace
My Commission Expires: 2/10/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC., a(n) Vermont nonprofit corporation, registered to do business in New Hampshire on September 28, 1984. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner", is written in black ink.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2016

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.accounts@marsh.com Fax: 212-948-1307 109210-WC-30-30-16-17 COL VT GLWC	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. 784 HERCULES DR, SUITE 110 COLCHESTER, VT 05446	INSURER A: New Hampshire Insurance Company		23841
	INSURER B: ACE American Insurance Company		22667
	INSURER C: N/A		N/A
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** NYC-008488122-02 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RSC C48130409	01/01/2016	01/01/2017	<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)

CERTIFICATE HOLDER
NH DEPARTMENT OF HEALTH & HUMAN SERVICES
ATTN: DIRECTOR, DIVISION OF PUBLIC HEALTH SERVICES
29 HAZEN DRIVE
CONCORD, NH 03301-6504
CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Ricki Fitzsimmons

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2016

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.accounts@marsh.com Fax: 212-948-1307		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
109210-ALL-PROP-16-17 COL,VT PROP		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Continental Casualty Company 20443 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. 784 HERCULES DR, SUITE 110 COLCHESTER, VT 05446			

COVERAGES **CERTIFICATE NUMBER:** NYC-008488134-02 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROPERTY		RMP 2071008541	01/01/2016	01/01/2017	LIMIT 5,000,000

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

CERTIFICATE HOLDER NH DEPARTMENT OF HEALTH & HUMAN SERVICES ATTN: DIRECTOR, DIVISION OF PUBLIC HEALTH SERVICES 29 HAZEN DRIVE CONCORD, NH 03301-6504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.		NAMED INSURED PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. 784 HERCULES DR, SUITE 110 COLCHESTER, VT 05446	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

SUBLIMITS:

- Equipment Breakdown: \$50,000,000
- Ammonia Contamination \$500,000
- Spoilage \$2,000,000

EARTH MOVEMENT:

- Annual Aggregate at all Locations inclusive of Locations further limited as follows: \$25,000,000
- Locations in Alaska, California, Hawaii, Puerto Rico - Annual Aggregate: \$5,000,000
- Locations in Critical New Madrid Areas - Annual Aggregate: \$25,000,000
- Locations in Critical Pacific Northwest Areas - Annual Aggregate: \$10,000,000

FLOOD:

Annual Aggregate at all Locations inclusive of Locations further limited below: \$25,000,000

Locations wholly or partially situated in those areas designated as 100 Year (1% annual chance of flooding) flood plains by the Federal Emergency Management Agency or other governmental authority - Annual Aggregate: \$7,500,000

Locations outside of 100 Year (1% annual chance of flooding) floodplains, but wholly or partially situated in those areas designated as 500 Year (0.2% annual chance of flooding) flood plains by the Federal Emergency Management Agency or other governmental authority - or areas where the flood hazard has not been determined by the Federal Emergency Management Agency or other governmental authority - Annual Aggregate: \$25,000,000

NAMED STORM:

- Per occurrence all covered loss or damage for all Locations inclusive of all applicable sublimits, and Locations further limited as follows: \$50,000,000
- Named Storm per occurrence all Locations in Puerto Rico and the U.S. Virgin Islands, the states of Florida and Hawaii and First Tier Areas in all other states: \$50,000,000

DEDUCTIBLES:

All loss or damage except as provided below: \$100,000

Except:

- Flood: \$100,000
- Flood in 100 Year Flood Plains (per Occurrence and per Location):
\$500,000 for Real Property
\$500,000 for Personal Property
\$100,000 for Time Element
- Flood in 500 Year Flood Plains (per Occurrence and per Location):
\$100,000 for Real Property
INCLUDED for Personal Property
INCLUDED for Time Element

Earth Movement: \$100,000

Earth Movement in CA, AK, HI, Puerto Rico: 5%of value per location, subject to a minimum of \$250,000 per Occurrence.*

Earth Movement in Critical New Madrid Areas: 2%of value per location, subject to a minimum of \$250,000 per Occurrence.*

Earth Movement in Critical Pacific Northwest Areas: 5%of value per location, subject to a minimum of \$250,000 per Occurrence.*

Wind or hail (other than Named Storm): INCLUDED

Wind or hail from Named Storm: \$100,000

Wind or hail from Named Storm in Puerto Rico, US Virgin Islands, and other US territories and possessions:

5%of value per location, subject to a minimum of \$250,000 per Occurrence.*

Wind or hail from Named Storm in the states of Florida and Hawaii, and in First Tier

Areas, of all other states: 5%of value per location, subject to a minimum of \$250,000 per Occurrence.*

AGENCY CUSTOMER ID: 109210

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Marsh USA, Inc.		NAMED INSURED PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. 784 HERCULES DR, SUITE 110 COLCHESTER, VT 05446	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Transit: \$5,000
Equipment Breakdown
· Physical Damage: \$100,000
· Time Element: Included with Physical Damage Deductible
· Spoilage Included with Physical Damage Deductible
*per Location deductibles apply separately to property value and Time Element value. If two or more minimum deductibles per Occurrence apply to loss or damage due to Named Storm or Earth Movement, only the largest minimum deductible will be applied

OTHER DEDUCTIBLES MAY APPLY AS PER POLICY TERMS AND CONDITIONS.



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.



CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2014

(with Comparative Totals for 2013)

With Independent Auditor's Report



PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

December 31, 2014

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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Planned Parenthood of Northern New England, Inc.

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Planned Parenthood of Northern New England, Inc. (PPNNE), which comprise the consolidated statement of financial position as of December 31, 2014, 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, 2014, 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 2013 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated May 2, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2013 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 28, 2015 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 28, 2015
Registration No. 92-0000278

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Consolidated Statement of Financial Position

**December 31, 2014
(With Comparative Totals for 2013)**

ASSETS

	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	Permanently <u>Restricted</u>	2014 <u>Total</u>	2013 <u>Total</u>
Current assets					
Cash and cash equivalents	\$ -	\$ 1,370,478	\$ -	\$ 1,370,478	\$ 1,458,975
Accounts receivable, net	1,338,680	-	-	1,338,680	1,334,840
Pledges receivable, net	222,728	342,685	500	565,913	1,308,817
Grants and other receivables	261,118	-	-	261,118	439,957
Inventories	341,511	-	-	341,511	279,229
Prepaid expenses and other current assets	<u>233,065</u>	<u>-</u>	<u>-</u>	<u>233,065</u>	<u>248,841</u>
Total current assets	<u>2,397,102</u>	<u>1,713,163</u>	<u>500</u>	<u>4,110,765</u>	<u>5,070,659</u>
Property and equipment					
Land	247,561	-	-	247,561	247,561
Buildings	2,647,257	-	-	2,647,257	2,621,466
Leasehold improvements	5,102,671	-	-	5,102,671	4,098,087
Furniture, fixtures and equipment	3,129,621	-	-	3,129,621	3,149,894
Construction-in-progress	<u>34,915</u>	<u>-</u>	<u>-</u>	<u>34,915</u>	<u>208,535</u>
	11,162,025	-	-	11,162,025	10,325,543
Less accumulated depreciation and amortization	<u>(6,430,207)</u>	<u>-</u>	<u>-</u>	<u>(6,430,207)</u>	<u>(5,858,730)</u>
Total property and equipment, net	<u>4,731,818</u>	<u>-</u>	<u>-</u>	<u>4,731,818</u>	<u>4,466,813</u>
Other assets					
Pledges receivable, net of current portion	-	113,821	-	113,821	219,722
Beneficial interest in trusts	-	510,683	-	510,683	562,513
Deposits	145,571	-	-	145,571	144,821
Long-term investments	<u>3,347,958</u>	<u>55,195</u>	<u>1,276,864</u>	<u>4,680,017</u>	<u>4,812,795</u>
Total other assets	<u>3,493,529</u>	<u>679,699</u>	<u>1,276,864</u>	<u>5,450,092</u>	<u>5,739,851</u>
Total assets	<u>\$10,622,449</u>	<u>\$ 2,392,862</u>	<u>\$ 1,277,364</u>	<u>\$14,292,675</u>	<u>\$15,277,323</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>2014 Total</u>	<u>2013 Total</u>
Current liabilities					
Current portion of long-term debt	\$ 865,000	\$ -	\$ -	\$ 865,000	\$ 924,000
Current portion of capital lease obligation	8,667	-	-	8,667	8,200
Cash overdraft	207,227	-	-	207,227	1,416,325
Line of credit	-	-	-	-	418,411
Accounts payable and accrued expenses	1,070,797	-	-	1,070,797	745,926
Accrued payroll	336,011	-	-	336,011	286,768
Accrued vacation	306,200	-	-	306,200	303,854
Unearned revenue	<u>580,317</u>	<u>-</u>	<u>-</u>	<u>580,317</u>	<u>632,135</u>
Total current liabilities	<u>3,374,219</u>	<u>-</u>	<u>-</u>	<u>3,374,219</u>	<u>4,735,619</u>
Other liabilities					
Long-term debt, net of current portion	472,917	-	-	472,917	638,539
Capital lease obligation, net of current portion	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,667</u>
Total other liabilities	<u>472,917</u>	<u>-</u>	<u>-</u>	<u>472,917</u>	<u>647,206</u>
Total liabilities	<u>3,847,136</u>	<u>-</u>	<u>-</u>	<u>3,847,136</u>	<u>5,382,825</u>
Net assets					
Undesignated	4,144,891	-	-	4,144,891	2,645,458
Board-designated for long-term investment	2,630,422	-	-	2,630,422	2,630,422
Temporarily restricted	-	2,392,862	-	2,392,862	3,342,854
Permanently restricted	<u>-</u>	<u>-</u>	1,277,364	<u>1,277,364</u>	<u>1,275,764</u>
Total net assets	<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>
Total liabilities and net assets	<u>\$10,622,449</u>	<u>\$ 2,392,862</u>	<u>\$ 1,277,364</u>	<u>\$14,292,675</u>	<u>\$15,277,323</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Consolidated Statement of Activities

**Year Ended December 31, 2014
(With Comparative Totals for 2013)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2014 Total</u>	<u>2013 Total</u>
Operating revenue and support					
Gross patient service revenue	\$ 33,695,421	\$ -	\$ -	\$ 33,695,421	\$ 32,586,173
Less contractual allowances and discounts	<u>20,601,318</u>	<u>-</u>	<u>-</u>	<u>20,601,318</u>	<u>20,803,166</u>
Patient service revenue (net of contractual allowances and discounts)	13,094,103	-	-	13,094,103	11,783,007
Less provision for bad debts	<u>485,310</u>	<u>-</u>	<u>-</u>	<u>485,310</u>	<u>614,870</u>
Net patient service revenue	12,608,793	-	-	12,608,793	11,168,137
Federal funding	3,050,597	-	-	3,050,597	2,435,960
State funding	427,938	-	-	427,938	300,316
Local grants and contracts	443,550	-	-	443,550	183,985
Contributions and bequests	3,229,025	535,887	-	3,764,912	4,241,517
Investment income	158,415	52,585	-	211,000	232,000
Rental and other income	222,948	-	-	222,948	69,873
Meaningful use income	127,500	-	-	127,500	212,500
Loss on disposal of property	<u>(52,777)</u>	<u>-</u>	<u>-</u>	<u>(52,777)</u>	<u>(4,668)</u>
	20,215,989	588,472	-	20,804,461	18,839,620
Net assets released from restrictions	<u>1,470,509</u>	<u>(1,470,509)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total operating revenue and support	<u>21,686,498</u>	<u>(882,037)</u>	<u>-</u>	<u>20,804,461</u>	<u>18,839,620</u>
Operating expenses					
Program services					
Direct patient services	15,494,669	-	-	15,494,669	14,273,130
Education and outreach	124,570	-	-	124,570	82,328
Public policy	1,587,499	-	-	1,587,499	832,596
Marketing and communication	<u>214,378</u>	<u>-</u>	<u>-</u>	<u>214,378</u>	<u>163,462</u>
Total program services	<u>17,421,116</u>	<u>-</u>	<u>-</u>	<u>17,421,116</u>	<u>15,351,516</u>
Support services					
General and administrative	2,297,702	-	-	2,297,702	2,742,881
Fundraising	998,262	-	-	998,262	980,496
PPFA program support	<u>235,796</u>	<u>-</u>	<u>-</u>	<u>235,796</u>	<u>226,312</u>
Total support services	<u>3,531,760</u>	<u>-</u>	<u>-</u>	<u>3,531,760</u>	<u>3,949,689</u>
Total expenses	<u>20,952,876</u>	<u>-</u>	<u>-</u>	<u>20,952,876</u>	<u>19,301,205</u>
Change in net assets from operations	<u>733,622</u>	<u>(882,037)</u>	<u>-</u>	<u>(148,415)</u>	<u>(461,585)</u>
Other changes					
Non-operating investment (loss) income	(79,654)	(35,903)	-	(115,557)	154,699
Contributions	-	813,413	1,600	815,013	792,190
Net assets released from restrictions	<u>845,465</u>	<u>(845,465)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total other changes	<u>765,811</u>	<u>(67,955)</u>	<u>1,600</u>	<u>699,456</u>	<u>946,889</u>
Change in net assets	1,499,433	(949,992)	1,600	551,041	485,304
Net assets, beginning of the year	<u>5,275,880</u>	<u>3,342,854</u>	<u>1,275,764</u>	<u>9,894,498</u>	<u>9,409,194</u>
Net assets, end of the 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>

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Consolidated Statement of Cash Flows

**Year Ended December 31, 2014
(With Comparative Totals for 2013)**

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities		
Change in net assets	\$ 551,041	\$ 485,304
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation and amortization	622,628	704,091
Provision for bad debts	485,310	614,870
Proceeds from contributed securities	626,073	-
Unrealized/realized loss (gain) on investments	41,414	(277,981)
Contributions restricted to long-term purposes	(815,013)	(792,190)
Change in value of beneficial interest in trusts	51,830	(83,603)
Loss on disposal of property	52,777	4,668
(Increase) decrease in		
Accounts receivable	(489,150)	(698,222)
Pledges receivable	950,905	(279,587)
Grants and other receivables	178,839	(169,479)
Prepaid expenses and other current assets	15,776	235
Deposits	(750)	(1,500)
Inventories	(62,282)	59,532
Increase (decrease) in		
Accounts payable and accrued expenses	37,881	(120,500)
Accrued payroll	49,243	(10,339)
Accrued vacation	2,346	7,669
Unearned revenue	<u>(51,818)</u>	<u>144,760</u>
Net cash provided (used) by operating activities	<u>2,247,050</u>	<u>(412,272)</u>
Cash flows from investing activities		
Purchases of property and equipment	(653,420)	(292,704)
Proceeds from sale of property	-	275,000
Proceeds from sale of investments	463,159	495,507
Purchases of investments	<u>(997,868)</u>	<u>(138,716)</u>
Net cash (used) provided by investing activities	<u>(1,188,129)</u>	<u>339,087</u>
Cash flows from financing activities		
(Decrease) increase in cash overdraft	(1,209,098)	559,416
Contributions received for long-term purposes	712,913	905,674
Borrowings on line of credit	10,790,470	10,434,451
Payments on line of credit	(11,208,881)	(10,735,812)
Principal payments on long-term debt and capital lease	<u>(232,822)</u>	<u>(293,939)</u>
Net cash (used) provided by financing activities	<u>(1,147,418)</u>	<u>869,790</u>
Net (decrease) increase in cash and cash equivalents	<u>(88,497)</u>	<u>796,605</u>
Cash and cash equivalents, beginning of year	<u>1,458,975</u>	<u>662,370</u>
Cash and cash equivalents, end of year	\$ <u>1,370,478</u>	\$ <u>1,458,975</u>

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Consolidated Statement of Functional Expenses

**Year Ended December 31, 2014
(With Comparative Totals for 2013)**

	Direct Patient Services	Education and Outreach	Public Policy	Marketing and Communication	Total Program Services	General and Administrative	Fundraising	Total Support Services	2014 Total	2013 Total
Payroll and related costs	\$ 8,276,448	\$ 89,997	\$ 450,212	\$ 85,944	\$ 8,902,601	\$ 1,445,780	\$ 679,466	\$ 2,125,246	\$ 11,027,847	\$ 10,412,359
Contraceptive supplies	2,338,457	-	-	-	2,338,457	-	-	-	2,338,457	1,995,744
Outside laboratory fees	506,678	-	-	-	506,678	-	-	-	506,678	588,519
Space rent	1,025,941	10,542	39,286	13,423	1,089,192	140,971	50,430	191,401	1,280,593	1,185,415
Medical supplies	564,475	-	-	-	564,475	-	-	-	564,475	527,403
Telephone	438,161	3,447	15,703	7,602	464,913	48,834	16,081	64,915	529,828	500,934
Travel	239,155	2,155	29,410	2,587	273,307	36,452	23,632	60,084	333,391	249,127
Space repair and maintenance	281,401	308	2,744	24	284,477	8,727	3,328	12,055	296,532	306,881
Professional services	394,228	11,713	165,733	10,123	581,797	227,690	26,106	253,796	835,593	1,013,690
Advertising	2,818	-	509,637	53,384	565,839	30,771	70	30,771	596,610	144,071
Malpractice insurance	139,835	-	960	-	140,795	-	-	-	140,795	142,739
Outside printing	54,339	9	23,051	27,405	104,804	544	50,009	50,553	155,357	127,344
Office supplies	100,966	2,835	2,409	928	107,138	31,857	1,865	33,722	140,860	153,584
Utilities	133,498	735	1,569	958	136,760	10,788	4,233	15,021	151,781	156,327
Postage and shipping	67,044	532	16,934	3,241	87,751	6,734	11,446	18,180	105,931	98,515
Dues and materials	34,862	265	104,592	142	139,861	19,014	2,181	21,195	161,056	111,233
Equipment maintenance	149,382	464	2,460	1,315	153,621	70,371	11,893	82,264	235,885	168,475
Miscellaneous	78,034	25	2,276	56	80,391	18,345	5,373	23,718	104,109	109,848
Events	20,919	1,189	10,832	2,544	35,484	28,300	6,298	34,598	70,082	57,197
External patient assistance	42,257	-	-	-	42,257	-	-	-	42,257	28,801
Interest expense	41,912	106	4,963	137	47,118	49,585	2,800	52,385	99,503	125,306
Property tax and insurance	55,571	248	584	296	56,699	9,313	1,282	10,595	67,294	70,325
Licensed professionals	44,204	-	-	-	44,204	-	-	-	44,204	41,843
Direct mail	3,430	-	164,909	4,269	172,608	-	92,726	92,726	265,334	56,122
Total expenses before depreciation and PPFA program support	15,034,015	124,570	1,548,264	214,378	16,921,227	2,184,006	989,219	3,173,225	20,094,452	18,370,802
Depreciation and amortization	460,654	-	39,235	-	499,889	113,696	9,043	122,739	622,628	704,091
Total expenses before PPFA program support	15,494,669	124,570	1,587,499	214,378	17,421,116	2,297,702	998,262	3,295,964	20,717,080	19,074,893
PPFA program support	-	-	-	-	-	235,796	-	235,796	235,796	226,312
Total expenses	\$ 15,494,669	\$ 124,570	\$ 1,587,499	\$ 214,378	\$ 17,421,116	\$ 2,533,498	\$ 998,262	\$ 3,531,760	\$ 20,952,876	\$ 19,301,205

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2014
(With Comparative Totals for 2013)

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

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, 2013, from which the summarized information was derived.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

**December 31, 2014
(With Comparative Totals for 2013)**

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.

Donor Restricted Gifts

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.

Donated Services

PPNNE receives noncash contributions in the form of volunteers performing various clerical functions to support program and administrative activities. No amounts have been recorded for these services. PPNNE recognized donated services of \$75,413 and \$126,193 in 2014 and 2013, respectively, for professional services provided to PPNNE.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

**December 31, 2014
(With Comparative Totals for 2013)**

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 and Cash Equivalents

PPNNE maintains its cash and investments 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 and cash equivalents.

For purposes of the statement of cash flows, PPNNE considers all unrestricted, highly-liquid investments with an initial maturity of three months or less to be cash equivalents.

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 or unwilling 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.

An increase in delinquent receivables in 2013 led management to increase the allowance to \$768,000. In 2014, the appropriateness of that increase was borne out by an increase in self-pay writeoffs, from \$416,870 in 2013 to \$635,310 in 2014. At December 31, 2014, delinquencies have declined, leading management to decrease the allowance to \$618,000. These changes resulted from trends experienced in the collection of amounts from self-pay patients.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

**December 31, 2014
(With Comparative Totals for 2013)**

Inventories

Inventories consist primarily of contraceptive supplies and are stated at the lower of cost (first-in, first-out basis) or market.

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.

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 income (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.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2014
(With Comparative Totals for 2013)

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, 2014 and 2013, net patient service revenue was reduced by \$12,892,155 and \$11,073,484, 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>2014</u>	<u>2013</u>
Private pay	23%	29%
Other third-party payors	38	34
Federal and state	39	37
	<u>100%</u>	<u>100%</u>

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>2014</u>	<u>2013</u>
Charges foregone, based on established rates	\$ <u>7,259,552</u>	\$ <u>9,046,066</u>
Estimated costs and expenses incurred to provide charity care	\$ <u>4,463,000</u>	\$ <u>5,282,000</u>
Equivalent percentage of charity care charges to patient charges	<u>21.54%</u>	<u>27.76%</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.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

**December 31, 2014
(With Comparative Totals for 2013)**

Meaningful Use Income

The Medicare and Medicaid electronic health record (EHR) incentive programs provide a financial incentive for achieving "meaningful use" of certified EHR technology. The meaningful use attestation is subject to audit by the Centers for Medicare and Medicaid Services in future years. As part of this process, a final settlement amount for the incentive payments could be established that differs from the initial calculation and could result in return of a portion of all of the incentive payments received by PPNNE. During 2014 and 2013, PPNNE recorded meaningful use revenue of \$127,500 and \$212,500, respectively.

Payments to Affiliated Organization

PPNNE is a member of the Planned Parenthood Federation of America, Inc. (PPFA), a national organization, and pays quarterly dues to PPFA for program support provided.

Retirement Plan

PPNNE has a contributory, defined contribution retirement plan covering substantially all its employees who meet minimum service requirements. Employee contributions to the plan are based on a percentage of salary and are 100% vested when made. Through December 31, 2012, the employer contributions matched employee contributions up to 2% provided the employee contributed a minimum of 2.5%. Employer contributions are fully vested when made. As of January 1, 2013, PPNNE froze all matching contributions to the retirement plan and incurred no retirement expense in 2014 and 2013.

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 28, 2015, which was the date that the consolidated financial statements were available to be issued.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2014
(With Comparative Totals for 2013)

2. Accounts Receivable

Accounts receivable consisted of the following:

	<u>2014</u>	<u>2013</u>
Patient accounts receivable	\$ 2,598,680	\$ 2,934,840
Less: allowance for contractual adjustments	(642,000)	(832,000)
Less: allowance for uncollectible accounts	<u>(618,000)</u>	<u>(768,000)</u>
	<u>\$ 1,338,680</u>	<u>\$ 1,334,840</u>

3. Grants and Other Receivables

Grants and other receivables consisted of the following:

	<u>2014</u>	<u>2013</u>
Federal and state grants	\$ 244,899	\$ 407,689
Miscellaneous	<u>16,219</u>	<u>32,268</u>
	<u>\$ 261,118</u>	<u>\$ 439,957</u>

4. Pledges Receivable

Pledges receivable consisted of the following:

	<u>2014</u>	<u>2013</u>
Contributions for:		
Unrestricted purposes	\$ 222,728	\$ 241,584
Unrestricted purposes, time restrictions	322,923	1,180,645
Upper Valley Relocation Project	47,690	25,000
Laura Fund	4,000	-
Other purposes	<u>95,194</u>	<u>120,000</u>
Pledges receivable	692,535	1,567,229
Less: Allowance for uncollectible contributions and unamortized discounts	<u>(12,801)</u>	<u>(38,690)</u>
Pledges receivable, net	679,734	1,528,539
Less: pledges receivable, current portion	<u>565,913</u>	<u>1,308,817</u>
Pledges receivable, net of current portion	<u>\$ 113,821</u>	<u>\$ 219,722</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2014
(With Comparative Totals for 2013)

Pledges are due as follows at December 31:

	<u>2014</u>	<u>2013</u>
Less than one year	\$ 575,053	\$ 1,339,691
One to five years	<u>117,482</u>	<u>227,538</u>
Pledges receivable	<u>\$ 692,535</u>	<u>\$ 1,567,229</u>

5. **Beneficial Interest in Trusts**

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 2014 and 2013.

Beneficial interest in trusts consisted of the following:

	<u>2014</u>	<u>2013</u>
Charitable gift annuities	\$ 111,509	\$ 168,954
Pooled income funds	64,851	61,341
Charitable remainder annuity trust	6,092	11,008
Charitable remainder unitrusts	<u>328,231</u>	<u>321,210</u>
	<u>\$ 510,683</u>	<u>\$ 562,513</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

**December 31, 2014
(With Comparative Totals for 2013)**

6. Investments

The market value of the investments is as follows:

	<u>2014</u>	<u>2013</u>
Cash and cash equivalents	\$ 188,216	\$ 146,384
Mutual funds:		
Short-term bonds	777,192	469,956
Bond funds	826,178	861,721
U.S. stocks	924,226	1,019,253
Non-U.S. stocks	790,981	975,840
Real estate securities	219,404	-
Commodity-linked securities	471,151	610,218
Exchange traded funds		
Bond funds	94,760	92,975
Real estate securities	<u>387,909</u>	<u>636,448</u>
	<u>\$ 4,680,017</u>	<u>\$ 4,812,795</u>

Investment income is summarized as follows:

	<u>2014</u>	<u>2013</u>
Interest and dividend income	\$ 161,669	\$ 134,808
Realized (loss) gain	(16,840)	16,316
Unrealized (loss) gain	(24,574)	261,665
Investment fees	<u>(24,812)</u>	<u>(26,090)</u>
	<u>\$ 95,443</u>	<u>\$ 386,699</u>

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

	<u>2014</u>	<u>2013</u>
Operating investment income	\$ 211,000	\$ 232,000
Non-operating investment (loss) income	<u>(115,557)</u>	<u>154,699</u>
	<u>\$ 95,443</u>	<u>\$ 386,699</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.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2014
(With Comparative Totals for 2013)

7. Unearned Revenue

Unearned revenue consisted of the following:

	<u>2014</u>	<u>2013</u>
Patient fees	\$ 551,474	\$ 540,357
Grants and contracts	28,543	91,478
Other	<u>300</u>	<u>300</u>
	<u>\$ 580,317</u>	<u>\$ 632,135</u>

8. Long-Term Debt

Long-term debt consisted of the following:

	<u>2014</u>	<u>2013</u>
Mortgage note payable to People's United Bank, with monthly installments due of \$14,302, including interest at 4%, through July of 2015, collateralized by buildings.	\$ 98,630	\$ 262,536
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.	539,787	600,503
Margin loan payable to Fidelity Investments, due on demand, requiring monthly payments of interest only at 3.5%, collateralized by investments.	<u>699,500</u>	<u>699,500</u>
	1,337,917	1,562,539
Less: current portion	<u>865,000</u>	<u>924,000</u>
Long-term debt, excluding current portion	<u>\$ 472,917</u>	<u>\$ 638,539</u>

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

2015	\$ 865,000
2016	72,000
2017	78,000
2018	85,000
2019	93,000
Thereafter	<u>144,917</u>
	<u>\$ 1,337,917</u>

Cash paid for interest approximates interest expense for the years ended December 31, 2014 and 2013.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2014
(With Comparative Totals for 2013)

9. 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 (3.50% at December 31, 2014 and 2013). The agreement expires August 1, 2015. 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. As of December 31, 2013, the outstanding balance on the line of credit was \$418,411. As of December 31, 2014, there was no outstanding balance on the line of credit.

In connection with the 2014 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, 2014.

10. Capital Lease Obligation

PPNNE purchased a new phone system in December 2010, financed with a capital lease. The cost of the system was \$247,784. The lease calls for monthly payments of \$6,930 through January 2014, at which point the payments are reduced to \$734 until the maturity date of December 2015. The phone system was fully depreciated as of December 31, 2014.

The total minimal annual lease payments for 2015, under this lease, are approximately \$9,000, including imputed interest at 4.456% of \$333.

11. 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 \$1,280,593 and \$1,185,415 in 2014 and 2013, respectively. Total equipment lease expense was \$46,255 and \$56,117 in 2014 and 2013, respectively.

Future minimum lease commitments are as follows:

2015	\$ 1,061,400
2016	999,300
2017	998,800
2018	1,011,800
2019	1,036,500
Thereafter	<u>2,523,409</u>
	<u>\$ 7,631,209</u>

Rental income relating to subleases under these leases was \$12,000 and \$11,500 in 2014 and 2013, respectively.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2014
(With Comparative Totals for 2013)

12. 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, 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.

13. 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>2014</u>	<u>2013</u>
PPFA - planned gifts	\$ 182,452	\$ 190,682
Planned Gifts - other	328,231	321,210
Laura Fund	51,333	42,600
Restricted to future programs	1,772,504	1,874,790
Environmental Toxin Initiative	-	15,574
Cancer Screening Access Fund	17,917	21,613
CAPS Grant	24,862	14,234
The David Wagner Fund	6,223	7,346
Upper Valley Relocation Project	<u>9,340</u>	<u>854,805</u>
	<u>\$ 2,392,862</u>	<u>\$ 3,342,854</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2014
(With Comparative Totals for 2013)

Net assets released from restrictions consisted of the following:

	<u>2014</u>	<u>2013</u>
Operating purpose or time restrictions accomplished:		
Laura Fund	\$ 28,918	\$ 118,568
Environmental Toxin Initiative	15,574	24,035
Cancer Screening Access Fund	9,449	15,778
CAPS Grant	167,372	213,820
The David Wagner Fund	2,046	1,545
Justice Fund	-	5,744
New Hampshire Public Policy	-	25,000
PPFA - planned gifts	-	50,620
Time restrictions met	1,247,150	731,316
Other programs	<u>-</u>	<u>174,496</u>
	<u>\$ 1,470,509</u>	<u>\$ 1,360,922</u>
Nonoperating purpose restrictions accomplished:		
Acquisition of long-term assets	<u>\$ 845,465</u>	<u>\$ 79,734</u>

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

	<u>2014</u>	<u>2013</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	50,459	49,359
Maine endowment, income unrestricted	76,209	76,209
Other endowment funds, income unrestricted	<u>82,330</u>	<u>81,830</u>
	<u>\$ 1,277,364</u>	<u>\$ 1,275,764</u>

14. 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.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2014
(With Comparative Totals for 2013)

Interpretation of Relevant Law

PPNNE has interpreted the State of Vermont Uniform Prudent Management of Institutional Funds Act (the Act) which became effective May 5, 2009, 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

Endowment Composition and Changes in Endowment

The endowment net assets composition by type of fund as of December 31, 2014 is 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>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

**December 31, 2014
(With Comparative Totals for 2013)**

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>(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>(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>

The endowment net assets composition by type of fund as of December 31, 2013 was as follows:

	<u>Board Designated</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 85,791	\$ 1,274,764	\$ 1,360,555
Board-designated endowment funds	<u>2,630,422</u>	-	-	<u>2,630,422</u>
Total funds	<u>\$ 2,630,422</u>	<u>\$ 85,791</u>	<u>\$ 1,274,764</u>	<u>\$ 3,990,977</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2014
(With Comparative Totals for 2013)

The changes in endowment net assets for the fiscal year ended December 31, 2013 were as follows:

	<u>Board Designated</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, December 31, 2012	\$ 2,842,346	\$ 44,916	\$ 1,272,914	\$ 4,160,176
Investment return				
Investment income	76,652	32,066	-	108,718
Net appreciation	<u>206,776</u>	<u>71,205</u>	<u>-</u>	<u>277,981</u>
Total investment return	283,428	103,271	-	386,699
Contributions	-	-	1,850	1,850
Transfers to unrestricted	(112,481)	(1,343)	-	(113,824)
Withdrawals	(211,924)	-	-	(211,924)
Endowment assets appropriated for expenditure	<u>(170,947)</u>	<u>(61,053)</u>	<u>-</u>	<u>(232,000)</u>
Endowment net assets, December 31, 2013	<u>\$ 2,630,422</u>	<u>\$ 85,791</u>	<u>\$ 1,274,764</u>	<u>\$ 3,990,977</u>

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.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2014
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Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, PPNNE relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). PPNNE targets 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 \$211,000 and \$232,000 for operating purposes as of December 31, 2014 and 2013, respectively.

15. 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.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2014
(With Comparative Totals for 2013)

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

	Fair value measurements at December 31, 2014			
	Total	Level 1	Level 2	Level 3
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>	-	-
Investments	<u>\$ 4,680,017</u>	<u>\$ 4,680,017</u>	<u>\$ -</u>	<u>\$ -</u>
Pledges 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>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

**December 31, 2014
(With Comparative Totals for 2013)**

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

	<u>Fair value measurements at December 31, 2013</u>			
	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash and cash equivalents	\$ 146,384	\$ 146,384	\$ -	\$ -
Mutual funds				
Short-term bonds	469,956	469,956	-	-
Bond funds	861,721	861,721	-	-
U.S. stocks	1,019,253	1,019,253	-	-
Non-U.S. stocks	975,840	975,840	-	-
Commodity-linked securities	610,218	610,218	-	-
Exchange traded funds				
Bond funds	92,975	92,975	-	-
Real estate securities	<u>636,448</u>	<u>636,448</u>	-	-
Investments	<u>\$ 4,812,795</u>	<u>\$ 4,812,795</u>	<u>\$ -</u>	<u>\$ -</u>
Pledges receivable	<u>\$ 1,528,539</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,528,539</u>
Charitable gift annuities	\$ 168,954	\$ -	\$ 168,954	\$ -
Pooled income funds	61,341	-	61,341	-
Charitable remainder annuity trust	11,008	-	11,008	-
Charitable remainder unitrusts	<u>321,210</u>	<u>-</u>	<u>321,210</u>	<u>-</u>
Beneficial interest in trusts	<u>\$ 562,513</u>	<u>\$ -</u>	<u>\$ 562,513</u>	<u>\$ -</u>

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. The fair value for Level 2 investments is primarily based on the quoted market prices of the underlying assets, net of any associated liabilities.

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.

Notes to the Consolidated Financial Statements

**December 31, 2014
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Significant activity for assets measured at fair value on a recurring basis using significant unobservable inputs is as follows:

	<u>Pledges Receivable</u>
December 31, 2012	\$ 1,362,436
Contributions/additions	2,254,194
Pledges written off	(1,418)
Change in value	(10,885)
Receipts/distributions	<u>(2,075,788)</u>
December 31, 2013	1,528,539
Contributions/additions	1,666,958
Pledges written off	(3,500)
Change in value	25,888
Receipts/distributions	<u>(2,538,151)</u>
December 31, 2014	\$ <u>679,734</u>

16. Cash Flow Information

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

	<u>2014</u>	<u>2013</u>
Capital expenditures	\$ 940,410	\$ 195,371
Less: accounts payable as of year-end	(286,990)	-
Add: payments on prior year short-term accounts payable used to finance capital expenditures	-	<u>97,333</u>
Cash payment for purchases of property and equipment	\$ <u>653,420</u>	\$ <u>292,704</u>

In 2013, PPNNE made a principal payment on the margin loan payable to Fidelity Investments of \$300,500 through a transfer from its long-term investments.





**Planned Parenthood of Northern New England
Board of Trustees 2015 – 2016**

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	Second Vice Chair:	Iris Estabrook
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Williston, VT 05495

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Huntington, VT 05462

Randall Rives Perkins
Manchester Center, VT 05255

Steven W. Sinding
Manchester, VT 05254



MEAGAN GALLAGHER

784 Hercules Drive, Suite 110, Colchester, VT 05446 ~ 

PROFILE

- Fourteen years senior management responsibility across multiple functions of \$20M not-for-profits
- Proven results in strategy, program development, service expansion and operational improvement
- Exceptional analytical and problem solving skills

WORK EXPERIENCE

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, Burlington, Vermont
President and CEO

October 2013 - Present

- Inspires Board and staff to fulfill PPNNE's mission
- Build a culture of empowerment and exceptional performance
- Build a sustainable business model that ensures access to PPNNE's services
- Oversees a bold and aggressive public policy and regulatory agenda
- Participates in national collaborations to leverage the national scale of Planned Parenthood locally

Senior Vice President of Business Operations
(Interim Co-CEO January – September 2013)

November 2010 – September 2013

- Stabilized health center visit volume after 5+ years of declines
- Achieved efficiencies through standardization of operations
- Opened St. Johnsbury, VT health center and relocated 3 additional health centers
- Led practice management and electronic health record implementation
- Led organization through CEO transition and increased staff confidence in senior management
- Increased momentum of fundraising campaign, exceeding the \$10M spring 2013 goal by \$800,000

PLANNED PARENTHOOD LEAGUE OF MASSACHUSETTS, Boston, Massachusetts
Senior VP Strategic Initiatives and Chief Operating Officer

September 2004 – October 2010

- Identified and implemented new lines of business; improved operating margin by \$1M
- Opened 4 new health centers and increased health center revenues by 70%
- Developed 5 year strategic and financial plan supported by \$30M fundraising campaign
- Developed scalable comprehensive sex education strategy and reached 97 schools
- Developed branding strategy and launched public awareness campaign

Chief Financial Officer

August 2000 – September 2004

- Improved timeliness of financial reporting by 33%
- Decreased accounts receivable days from 60 to 30 days
- Implemented inventory and purchasing systems to support organizational growth

Controller

March 2000 – August 2000

- Prepared monthly financial statements for management
- Prepared materials for financial statement audit resulting in no audit findings



PRICEWATERHOUSECOOPERS, Boston, Massachusetts

Senior Associate and Associate

June 1997 – March 2000

- Supervised financial statement audit staff, specializing in not-for-profit clients
- Assisted with audit planning and report preparation
- Performed financial statement and A-133 compliance audits

EDUCATION

TUFTS UNIVERSITY, Medford, Massachusetts, 1997

BS Mathematics

Magna Cum Laude, Phi Beta Kappa

EDUCATION

Champlain College
Bachelor's Degree in Accounting

May 1996

EXPERIENCE

Planned Parenthood of Northern New England
Chief Financial Officer

Burlington, VT
August 2010 - Present

- Responsible for partnering with the CEO, the VP for Health Center Operations and the Management Team in the development of PPNNE's plans, policies and programs to ensure the fulfillment of PPNNE's strategic plan within a sound business environment
- Directly oversee all financial activities, including preparation of current financial reports, long-range forecasts, cash flow monitoring and projecting, analysis of internal and external trends and performance indicators, and the agency budget
- Supervise the Accounting Department, the Patient Accounts Department, the Information Technology Department and Financial Analyst, ensuring those functions are aligned with organizational goals and are serving the needs of all internal and external customers
- Provide leadership and support to the Board of Directors' Budget and Finance Committee and Investment Committee, including planning, facilitating agendas, providing meeting materials, recommendations and documentation of committee actions
- Work closely with the VP of Health Center Operations and the Health Center Operations Team to assess and recommend improvements in the current clinic operational structure to maximize quality, productivity, revenue and profitability
- Provide financial leadership through a \$25 million capital campaign ensuring that the agency properly recognizes all donations raised through the campaign and project and monitor the agency's cash flow needs during the term of the campaign
- Participated as a member of the Core Group that led the agency through a successful Practice Management software conversion and a conversion to electronic health records
- Selected to participate as a member of two National workgroups whose work included developing standardized financial policies for all affiliates, drafting an Affiliate Accounting and Reporting Standards Manual, and developing a National standardized data reporting package for all affiliates

Director of Finance

August 2001 – July 2010

- Directed the financial operations of PPNNE, including analysis of agency financial position, financial and program trends and program needs
- Developed the financial pieces of the annual budget process and prepared and monitored the agency's annual budget
- Developed and implemented a system for department managers to perform regular financial statement variance analysis and projections
- Supervised the activities of the Accounting Department and its systems and ensured that strong internal controls were in place and functioning properly within the Accounting Department
- Communicated regularly with the Board of Directors on financial matters, and served as staff liaison to the Budget and Finance Committee and the Investment Committee
- Managed agency's cash flow and projected cash flow needs and developed appropriate systems to anticipate cash requirements
- Managed agency's general liability, medical liability, property and equipment, and auto insurance, and all claims, premium renewals and coverage
- Oversaw the financial reporting and monitoring of all government grants and developed and maintained systems that comply with grant requirements
- Oversaw order processing, central distribution, inventory control, analytics, reporting, customer service, and effective processes and procedures for central supply chain process

McSoley McCoy & Co.
Audit Manager

South Burlington, VT
September 1996 – August 2001

- Prepared and completed corporate, fiduciary, individual, partnership, non-profit, and employee benefit plan tax returns in accordance with tax reporting deadlines
- Supervised and conducted audits, compilations and reviews of employee benefit plans, non-profit organizations, and small businesses
- Assisted with the preparation of reports and expert testimony for litigation support engagements
- Managed bookkeeping tasks such as general ledger maintenance, set-up of computerized accounting systems, cash receipts and disbursements, accounts receivable, accounts payable, and inventory
- Performed the firm's annual internal inspection, updated the firm's quality control document and organized the on-site peer review tri-annually

[REDACTED]

DONNA L. BURKETT, MD

Curriculum Vitae

Medical Director
Planned Parenthood of Northern New England
128 Lakeside Ave., Ste 301
Burlington, VT 05401

[REDACTED]

EDUCATION

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

EMPLOYMENT

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

NC. Duties include:

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

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

2001-2005

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

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

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

1996 - 2000

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

1998 - 1999

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

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

July and August 1998 Extended vacation, following residency

1995- 1998

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

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

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

ADDITIONAL EDUCATIONAL EXPERIENCE

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

PROFESSIONAL MEMBERSHIPS

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

VOLUNTEER SERVICE

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

INTERESTS AND ACTIVITIES

Knitting, cooking local foods, gardening, traveling

REFERENCES

Available upon request

Kai Williams

443 Congress Street • 3rd floor • Portland, Maine • 04101

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

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Yvonne Lockerby

784 Hercules Drive, Colchester VT 05446 • [REDACTED]

Motivated and innovative **Business Operations Manager** with extensive experience leading the customer relations, sales, and operations functions for a variety of businesses and industries. Proven record of successfully designing and implementing new programs and systems, presenting complex changes in an understandable and logical manner that generates buy-in and acceptance. Resourceful, self-motivated, progressive thinker, highly skilled at recruiting, training, directing and motivating multi-faceted teams focused on organizational goals.

- Demonstrated success designing, planning, and implementing comprehensive changes at all levels; brought into Planned Parenthood to establish and grow a centralized call center, providing customer and administrative support for 21 separate centers from one location and fielding 100K+ customer calls/year
- Effective communicator and problem solver with the proven ability to develop and deliver effective training programs and procedures; as the Sr. Director of Centralized Support Services, researched and set benchmarking data for disparate markets and tailored marketing and call center scripts to increase patient recruitment and retention
- Strong focus on identifying and realizing cost savings while ensuring superior service; based on ongoing problems with a lab services vendor, researched and negotiated a new contract with a different vendor that resulted in increased customer satisfaction and decreased turnaround time and costs

Customer-Centric Operations Management • Strategic Planning • Electronic Health Records Conversion
Annual Budgeting • Regional Benchmarking • Policy & Procedure Writing

EXPERIENCE

Planned Parenthood of Northern New England, Colchester, VT

September 2010 – Present

Vice President for Centralized Operations (May 2014 – Present)

- Provide strategic direction and oversight for the Centralized Operations; which includes the Call Center, Facilities, Governmental Grants, Innovations and Marketing departments
- Ensures call center is providing superior customer service and capturing patient feedback through supervision of Call Center Supervisor
- Ensures PPNNE facilities reflect a commitment to high quality care through supervision of Facilities Manager
- Ensures all grant applications, reporting, compliance activities are accomplished through supervision of Director of Governmental Grants
- Ensure new innovative technology and solutions are identified and implemented to improve our 21 health center operations, through supervision of Innovations Manager
- Ensure our branding, marketing and advertising activities align with industry best practices and PPNNE mission and business objectives through supervision of Marketing and Communications Manager
- Helped lead an organization-wide initiative examining health center efficiencies, identifying areas for improvement that will allow providers to see more patients and deliver higher quality care at lower overall costs

Senior Director, Centralized Support Services (December 2013 – May 2014)

- Provided strategic and operational oversight of the Information & Technology and Marketing Departments in addition to the Centralized Support Services (Call Center, BlueMail, and Centralized Lab Management) departments
- Developed a focused marketing and branding initiative to increase patient recruitment and retention; reset outdated benchmark data by gathering anecdotal information from health center sites and designed call center scripts and campaigns based on the unique needs of each market
- Directed the IT department during the implementation of a new EHR initiative, ensuring all technology used was certified, and seeking ways to reduce redundancies and share information with other health care providers as appropriate

Director Centralized Support Services (September 2012 – December 2013)

- Oversaw all aspects of PPNNE's Call Center, BlueMail and Centralized Laboratory Management departments
- Developed and implemented a strategy to create a unified customer service model: reviewed, designed, and introduced new policies and operating structures and set standards and guidelines for interaction with external and internal customers (patients and staff) across all departments

- 1. Provided remote oversight for BlueMail, a mail order prescription program in the tri-state area; developed policies and procedures and ensured compliance with state pharmacy regulations while identifying strategies to increase program utilization at the health center
- 1. Supervised staff within the Centralized Lab Management department; developed a portal for the primary delivery method of normal lab results and ensured timely accurate handling of all centralized lab results
- 1. Partnered with leadership members to support various strategic and tactical goals and initiatives

Call Center Director (September 2010 – September 2012)

- 1. Directed call center operations and led a team of 10 in providing high quality and efficient services to callers contacting 21 clinic sites in Maine, New Hampshire, and Vermont in accordance with a unified customer service model
- 1. Collected and analyzed data from callers to identify trends and develop agency-wide process improvements
- 1. Collaborated with members of the Health Center Operations Team to develop new strategies to address an evolving business model
- 1. Created and managed the annual call center budget, analyzed monthly variances, and determined service directives and initiatives
- 1. Served as a core member of the Practice Management System and provided leadership in the documentation, development, and implementation of all processes within the organization

Autumn Harp, Essex Jct. VT

January 2009 – September 2010

Account Manager

- 1. Managed internationally-recognized client accounts, including Victoria's Secret, Gap, New York & Company, Old Navy, Aloette, and Lise Watier, facilitating the design and launch efforts of new private-label cosmetic products
- 1. Coordinated the development, procurement, manufacturing, and testing of client products in accordance with customer service and order management objectives
- 1. Collaborated with Sales, QA, Purchasing, Planning, and Production teams to meet client expectations

Idearc Media, Williston VT

January 2007 – August 2008

District Sales Manager

- 1. Managed a sales team of 6 covering Vermont and part of New Hampshire; consistently met team revenue goals; recruited, trained, developed, and evaluated new team members
- 1. Analyzed productivity, identified areas needing improvement, and implemented action plans to enhance sales and service objectives

Resolution, South Burlington VT

September 2003 – December 2006

Sales Development and Customer Service Center Manager

- 1. Created company's first sales-focused teams from the ground up, developing, training and managing employees focused on Business to Business, Business to Education, Business to Consumer, and Quality for a multi-channel order and fulfillment entity; sales program was later rolled out to other clients
- 1. Served as the primary liaison between client service executives, sales development, and the customer service center
- 1. Created and implemented quality and sales programs utilized in all functional areas

Verizon, South Burlington VT

December 1996 – September 2003

Team Leader temporary (October 2002-July 2003)

- 1. Supervised, led, coached, and developed a team of 20 call center sales consultants to achieve corporate sales objectives
- 1. Developed and implemented tactical plans to address key strategic objectives and revenue performance goals; recognized for achieving sales increases
- 1. Communicated information to the team related to corporate vision/strategy, departmental goals, and technology

Service and Sales Consultant; Training Facilitator (December 1996 – October 2002)

- 1. Resolved customer inquiries regarding billing and service issues with a focus on promoting and selling additional services; assisted in dealing with escalated customer complaints
- 1. Elected Chairperson of Onsite Wellness Program, promoting and enabling healthier lifestyles



- Served in a rotational role of Training Facilitator from 2000 to 2002, analyzing, coordinating, and presenting training materials relevant to the Service and Sales Consultant position

EDUCATION

Charter Oak State College, New Britain CT

A.S. Degree

Christie Allen

Planned Parenthood of Northern New England
784 Hercules Drive, Suite 110 Colchester, VT 05446

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
784 Hercules Drive, Suite 110 | Colchester, VT 05446

- 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

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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

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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.


Sarah M. McGinnis**Planned Parenthood of Northern New England****Burlington, Vermont***Director of Risk-Quality Management & Security**February 2012 to present*

- Maintains a culture of compliance, quality, and safety by developing, implementing and managing program activities in accordance with PPNNE's mission and strategic goals, PPFA standards and guidelines, and federal and state regulations.
- Manages enterprise wide risk and compliance activities to maintain full accreditation status with PPFA.
- Directs affiliate security program.

*Medical Services Associate**August 2010 to January 2012*

- Prepared required reports for internal and external stakeholders.
- Special projects included developing clinician performance evaluation tool, audit process improvement, editing Medical Services policies and manuals, and providing interdepartmental support.

*Supply Chain and Contracts Manager**May 2008 to August 2010*

- Controlled the inventory processes for 27 health centers across three states, representing an annual \$2M budget.
- Prepared contraceptive demand forecasts, annual budget line item preparation and tracking and quarterly variance reports.

Prime Pods Limited**Cork, Ireland****(Manufacturer of high-end modular kitchen and bath units for hotels and apartment complexes)***Project Coordinator**April '07 to May '08*

- Exceeded all project management objectives for 2007: 60% over target for net sales profit per unit and 40% over target for units sold.
- Projects managed include a \$3.25M Hilton Hotel project, a \$1M Kier Build residential project, and a \$1.25M PJ Hegarty Construction residential project.

Amgen Technology (Ireland) Limited**Cork, Ireland****(Global enterprise biotechnical company)***Executive Assistant to Managing Director of European Capital Projects**July '06 to April '07*

- Provided administrative support to executive leadership.
- Developed reporting templates; provided training for and management of electronic documentation control; recorded and issued meeting minutes.

Green Mountain Youth Symphony**Montpelier, Vermont****(Community-based youth orchestra)***Manager**May '03 to September '05*

- Increased orchestra participation by 45% using a variety of methods: identified and targeted new recruitment areas, wrote press releases and public announcements, updated the website, created a newsletter and fostered relationships with appropriate sponsors and advertisers.
- Prepared Board reports, taxes, and financial reports; managed accounts, wrote grant applications and reports; kept all licensing current; developed scholarship program.

Planned Parenthood of Northern New England**Williston, Vermont***Patient Financial Services Coordinator**1996 - 2003*

- Successfully managed the introduction of multiple new products and services.
- Analyzed laboratory processes for cost and revenue improvement, enhanced customer service and improved workflow.
- Updated and streamlined fee structures, using a tool kit of budget projections, industry costing standards and internal financial analysis. Ensured regulatory compliance.

Education

Community College of Vermont

1992

Montpelier, Vermont

Completed History and Software Applications course work.

Antioch University

1982-1985

Yellow Springs, Ohio

Completed two years' History and Literature course work, and three work internships.

HOLLY SCHIAVONI

443 Congress St., 3rd Floor • Portland, Maine 04101

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



CONTRACTOR NAME: Planned Parenthood of Northern New England

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
M. Gallagher	Chief Executive Officer	\$200,000	0%	0
H. Bushey	Chief Financial Officer	\$128,000	0%	0
D. Burkett	Medical Director	\$208,000	22%	\$41,184
K. Williams	Director of Health Center Operations	\$90,000	22%	\$19,800
Y. Lockerby	VP of Centralized Operations	\$100,000	22%	\$22,000
C. Allen	Clinical Quality Improvement Coordinator	\$49,920	22%	\$10,982
S. McGinnis	Director of Risk Quality Management	\$60,676	22%	\$13,349
H. Schiavoni	Director of Government Grants	\$51,012	22%	\$11,223

Subject: Family Planning (2016-dphs-06-famil) 01

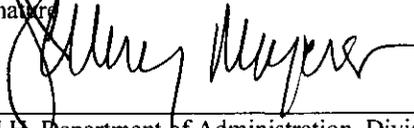
Notice This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Joan G. Lovering Health Center		1.4 Contractor Address 559 Portsmouth Avenue PO Box 456 Greenland, NH 03840	
1.5 Contractor Phone Number 603-436-7588	1.6 Account Number: 05-95-90-902010-5530	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$88,696
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory LINDA GRIEBISCH, Excc. Dir.	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>6/8/2016</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.			
i.13.1 Signature of Notary Public or Justice of the Peace 			
i.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 2px solid black; padding: 5px; display: inline-block;"> [Seal] MARY K TOBIASSEN Notary Public - New Hampshire My Commission Expires October 16, 2018 </div>			
1.14 State Agency Signatory 		1.15 Name and Title of State Agency Signatory Jeffrey A. Meyers, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/17/16</u>			
1.18 Approval by the Governor and Executive Council 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 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.

2. SCOPE OF SERVICES

The Contractor shall provide services for the purpose of reducing the health and economic disparities associated with the lack of access to quality family planning services in both urban and rural areas of the state.

Contractor shall:

- 2.1 Provide family planning and reproductive health care services, to low income women, adolescents, and men which include individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan, and uninsured individuals, and offer a sliding fee schedule according to Federal Title X regulations:

Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although projects must bill all third parties authorized or legally obligated to pay for services (Section 1006(c)(2), PHS Act; 42 CFR 59.5(a)(7)). A schedule of discounts, based on ability to pay, is required for individuals with family incomes between 101% and 250% of the FPL (42 CFR 59.5(a)(8)). Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the service site project director, are unable, for good cause, to pay for family planning services (42 CFR 59.2). For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services (42 CFR 59.5(a)(8)). Eligibility for discounts for un-emancipated minors who receive confidential services must be based on the income of the minor (42 CFR 59.2). Where there is legal obligation or



Exhibit A

authorization for third party reimbursement, including public or private sources, all reasonable efforts must be made to obtain third party payment without the application of any discounts (42 CFR 59.5(a)(9)).

- 2.2 Provide Clinical Services that follow Federal and State guidelines which shall be supervised by a qualified Obstetric and Gynecological Medical Director.
- 2.3 Provide Sexually Transmitted Disease (STD) and Human Immunodeficiency Virus (HIV) counseling and testing which conform to CDC's Fundamentals of STD and HIV Prevention Counseling.
- 2.4 Provide Health Education Materials which have been first reviewed by local representation of 5-9 persons, and then approved by the Department.
- 2.5 Provide Sterilization Services which adhere to federal sterilization requirements: (see link: <http://biotech.law.lsu.edu/Books/lbb/x690.htm>, and <http://www.hhs.gov/opa/pdfs/42-cfr-50-c.pdf> and <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations>).
- 2.6 Ensure that any funding provided through this Agreement shall not be used for the provision of any/all abortion services.

3. STAFFING

- 3.1 The Contractor shall provide appropriate staffing to perform all tasks listed in Exhibit A, Scope of Services.
- 3.2 The Contractor shall provide appropriate training, education, and orientation to fulfill the requirements of the designated positions which shall be overseen by a qualified Obstetric and Gynecological Medical Director with specialized training and experience in family planning.
- 3.3 The Contractor shall maintain up to date records and documentation of staff positions requiring licenses or certifications.
- 3.4 The Contractor shall ensure that all records be made available to the Department upon request.

4. REPORTING REQUIREMENTS

- 4.1 The Contractor shall submit defined reporting and clinical performance measures which include baselines and targets within 30 days of contract effective date.
- 4.2 The Contractor shall collect and report data consistent with the federal Office of Population Affairs (OPA) Title X requirements, utilizing the methods currently in use by DHHS Family Planning partners to ensure key data and indicators are captured as a whole (currently John Snow, Inc. houses the regional database).
- 4.3 Federal Reporting shall include, but is not limited to:



Exhibit A

-
- 4.3.3 The percentage of clients served under twenty (20) years of age.
 - 4.3.4 The percentage of clients served are Medicaid recipients (Health Protection Plan), and/or Expanded Medicaid Waiver for Family Planning.
 - 4.3.5 The percentage of male clients.
 - 4.4 State Clinical Performance Measures reporting shall include:
 - 4.4.1 The proportion of female clients at risk of unintentional pregnancy (up to age 44) who adopt or continue use of a highly or moderately effective, FDA approved contraceptive method annually.
 - 4.4.2 The proportion of female clients at risk of unintentional pregnancy (up to age 44) who adopt or continue use of a long-acting reversible method of contraception (LARC).



Method and Conditions Precedent to Payment

1. Subject to the availability of funding the Department shall pay the Contractor for successful provision of 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 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 clearly identify the amount requested by approved budget category.
 - 4.3. Invoices must be submitted to:

The invoice must be submitted to:
Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us
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 forty (40) 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.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1
BUDGET

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

Bidder/Program Name: Feminist Health Center of Portsmouth d/b/a Joan G. Lovering Health Center

Budget Request for: Family Planning Services Program
(Name of RFP)

Budget Period: SFY 2016

Line Item	Total Program Cost			Contractor Allow / Match			Funded by Other Contract Lines			Total
	Direct Incremental	Indirect	Fixed	Direct Incremental	Indirect	Fixed	Direct Incremental	Indirect	Fixed	
1. Total Salary/Wages	\$ 26,720.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,720.00	\$ -	\$ -	\$ 26,720.00
2. Employee Benefits	\$ 4,716.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,716.00	\$ -	\$ -	\$ 4,716.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 1,002.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,002.00
B. Current Expenses	\$ -	\$ 2,846.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,846.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,064.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,064.00	\$ -	\$ -	\$ 2,064.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify below in sub-item 13.1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 40,500.00	\$ 3,848.00	\$ -	\$ -	\$ -	\$ -	\$ 44,348.00	\$ -	\$ -	\$ 44,348.00

9.5%

Indirect As A Percent of Direct

Contractor initials: *[Signature]*
Date: 6/8/16

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

Bidder/Program Name: Feminist Health Center of Portsmouth db/a Joann G. Lovering Health Center

Budget Request for: Family Planning Services Program
(Name of RFP)

Budget Period: SFY 2017

Line Item	Total Program Cost		Contractor Share / Match		Total	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$ 26,720.00	\$ -	\$ 26,720.00	\$ -	\$ 26,720.00	\$ -
2. Employee Benefits	\$ 4,716.00	\$ -	\$ 4,716.00	\$ -	\$ 4,716.00	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,002.00	\$ -	\$ 1,002.00	\$ -	\$ 1,002.00	\$ -
8. Current Expenses	\$ 2,846.00	\$ -	\$ 2,846.00	\$ -	\$ 2,846.00	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Staff Education and Training	\$ 2,064.00	\$ -	\$ 2,064.00	\$ -	\$ 2,064.00	\$ -
11. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Other (Include details in notes):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 40,500.00	\$ 3,848.00	\$ 44,348.00	\$ -	\$ 40,500.00	\$ 3,848.00
Indirect As A Percent of Direct		9.5%				

JG
6/8/16



SPECIAL PROVISIONS

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

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



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

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

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



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

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



more employees, it will maintain a current 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.

L.S.

6/8/16



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 professional liability against all claims of bodily injury, death or property damage, in amounts of not less than and \$1,000,000 per occurrence and \$3,000,000 aggregate; and
4. The Division reserves the right to renew the contract for up to four (4) years, subject to continued availability of funding, the satisfactory performance of the vendor and approval of the Governor and Executive Council.

[Handwritten Signature]
6/17/2016



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)

557 Portsmouth Avenue
Greenland NH 03840

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

Contractor Name:

6/8/2016
Date

Linda Griebusch
Name: LINDA GRIEBUSCH
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

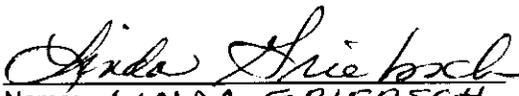
The undersigned certifies, to the best of his or her knowledge and belief, that:

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:

6/8/2016
Date


Name: LINDA GRIEBISCH
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/8/2016
Date

Linda Griebisch
Name: LINDA GRIEBSCH
Title: Executive Director

Contractor Initials LG
Date 6/8/16



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

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

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

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

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

Exhibit G

Contractor Initials

Handwritten signature initials in black ink, appearing to be "JL".

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

6/8/16

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:

6/8/2016
Date

Linda Griebisch
Name: LINDA GRIEBISCH
Title: Executive Director

Exhibit G

Contractor Initials

LG

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

Date

6/8/16



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:

6/8/2016
Date

Linda Griebisch
Name: LINDA GRIEBISCH
Title: Executive Director

Contractor Initials LG
Date 6/8/16



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.

LL

6/8/16



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

LD
6/8/16



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

J.S.

6/8/16



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.

DHHS
 The State
[Signature]
 Signature of Authorized Representative
Jeffrey A. Meyers
 Name of Authorized Representative
Commissioner
 Title of Authorized Representative
6/16/16
 Date

Feminist Health Center of Portsmouth
 d/b/a Joan G. Lovering Health Center
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
LINDA GRIEBSCH
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
06/08/2016
 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:

6/8/2016
Date

Linda Griebisch
Name: LINDA GRIEBSCH
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 85-946-9082
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

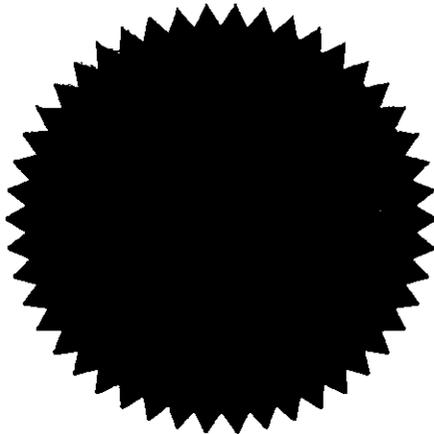
Name: _____ Amount: _____

[Handwritten Signature]
6/8/16

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Joan G. Lovering Health Center is a New Hampshire trade name registered on January 4, 2011 and that FEMINIST HEALTH CENTER OF PORTSMOUTH, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of May, A.D. 2016

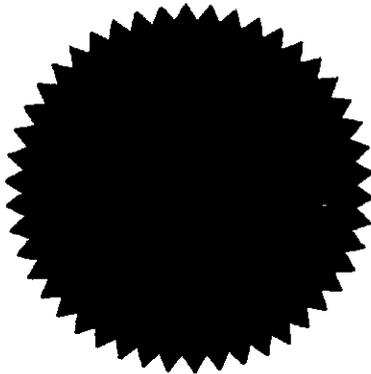
A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Joan G. Lovering Health Center is a New Hampshire trade name registered on January 4, 2011 and that FEMINIST HEALTH CENTER OF PORTSMOUTH, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of April, A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE

I, Michael Murphy, do hereby certify that:

1. I am a duly elected Officer of Feminist Health Center of Portsmouth d/b/a Joan G. Lovering Health Center.

2. The following is a true copy of the resolution duly adopted through an electronic vote on June 8th 2016 and will be confirmed at a meeting of the Board of Directors of the Agency duly held on 06/14/2016:

RESOLVED: That the Executive Director is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as 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 8th day of June, 2016.

4. Linda Griebisch is the duly elected Executive Director of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

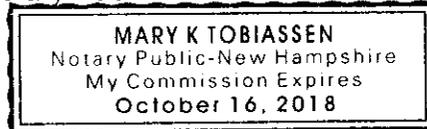
County of Rockingham

The forgoing instrument was acknowledged before me this 8th day of June, 2016,

By 
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

NOTARY SEAL:



Commission Expires: _____

NEW HAMPSHIRE

Corporation Division

Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online
 Guidelines
 Name Availability
 Name Appeal Process

Date: 6/13/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.	Legal

Non-Profit Corporation - Domestic - Information

Business ID: 72887
Status: Good Standing
Entity Creation Date: 10/31/1984
State of Business.: NH
Principal Office Address: 559 PORTSMOUTH AVENUE
 GREENLAND NH 03840
Principal Mailing Address: PO Box 456
 Greenland NH 03840
Expiration Date: Perpetual
Last Annual Report Filed Date: 12/14/2015 11:36:08 AM
Last Annual Report Filed: 2015

Registered Agent

Agent Name:
Office Address: No Address
Mailing Address: No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



CERTIFICATE OF LIABILITY INSURANCE

ISL
R054DATE (MM DD YYYY)
6/13/2016

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

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

PRODUCER PAYCHEX INSURANCE AGENCY INC/PAC 250881 P: F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME	
	PHONE (A/C No Ext):	FAX (A/C No): (888) 443-6112
	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A Hartford Accident & Indemnity Co	22357
INSURED FEMINIST HEALTH CENTER OF PORTSMOUTH INC PO BOX 456 GREENLAND NH 03840	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SURR RVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG G16965	01/24/2016	01/24/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

NH DHHS
129 PLEASANT ST
CONCORD, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tar Mailer



OUR MISSION:

The Health Center is an independent, local, nonprofit clinic. We are dedicated to providing confidential, comprehensive and accurate sexual health information and services to all females and males on New Hampshire's Seacoast in a safe, supportive environment. We are committed to being the region's premier resource for sexual health education. It is our passion to honor, respect and advocate for the right of everyone to maintain freedom and choices regarding their own sexual health in keeping with the feminist health care model and tradition.

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Financial Statements
For the Year Ended December 31, 2014



Murphy, Powers & Wilson

Certified Public Accountants, P.C.

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

Thomas J. Bridge, CPA (Retired)

ACCOUNTANT'S COMPILATION REPORT

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

We have compiled the accompanying statement of financial position of Feminist Health Center of Portsmouth, Inc. (*a nonprofit organization*) as of December 31, 2014, and the related statements of activities and cash flows for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

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

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

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

*Murphy, Powers & Wilson
Certified Public Accountants, P.C.*

Hampton, New Hampshire
October 15, 2015

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Financial Position
As at December 31, 2014

ASSETS

CURRENT ASSETS

Cash	\$ 15,878
Accounts receivable	16,486
Note receivable	<u>4,000</u>
Total current assets	<u>36,364</u>

PROPERTY AND EQUIPMENT, NET

499,387

OTHER ASSETS

Cash restricted Capital Campaign	16,118
Promises to give	<u>7,500</u>
	<u>23,618</u>

TOTAL ASSETS

\$559,369

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 35,445
Accrued expenses	4,401
Mortgage payable	70,319
Line of credit	6,973
Note payable, other	<u>10,500</u>
Total current liabilities	127,638

LONG-TERM LIABILITIES

Mortgage payable, less current	<u>113,299</u>
Total liabilities	<u>240,937</u>

NET ASSETS

Unrestricted	302,314
Temporarily Restricted Capital Campaign	<u>16,118</u>
	<u>318,432</u>

TOTAL LIABILITIES AND NET ASSETS

\$559,369

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

Statement of Activities
As at December 31, 2014

SUPPORT AND REVENUE

Services provided	\$257,211
Medical supplies	26,478
Grants	164,547
Donations	21,691
Fundraising	22,242
Interest income	<u>351</u>
Total support and revenue	<u>492,520</u>

EXPENSES

Program expenses	
Salaries and wages	260,277
Physician fees	27,000
Clinical services	3,000
Payroll taxes	19,325
Depreciation	34,559
Utilities	11,622
Repairs and maintenance	7,295
Telephone	2,134
Office supplies and postage	5,540
Medical supplies	24,110
Contraceptive supplies	19,518
Insurance	23,640
Legal	800
Bookkeeping fees	1,925
Consult	1,325
Payroll processing fees	873
Employee benefits	14,627
Advertising	25,409
Auxiliary services	11,828
Staff development	1,832
Credit card fees	2,348
Memberships	1,685
Security	2,920
Interest expense	8,089
Lab expense	8,535
Dues and subscriptions	193
Equipment rental	3,575
Fundraising	5,316
Regulatory fees	3,137
Outreach van	5,243
Bank charges	480
Bad debts and insurance allowances	430
Miscellaneous	<u>2,619</u>
Total expenses	<u>541,209</u>
Operating loss	-48,689
Other Income and Expense	
Capital Campaign Funding	296,357
Health insurance rebate	337
Capital Campaign expense	<u>-514</u>
Total Other Income and Expense	<u>296,180</u>

Change in net assets 247,491

NET ASSETS, BEGINNING OF YEAR 70,941

NET ASSETS, END OF YEAR \$318,432

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Cash Flows
For the Year Ended December 31, 2014

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$247,491
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	34,559
Accounts receivable	-1,512
Prepaid expenses	11,171
Accounts payable	10,012
Accrued expenses	<u>-571</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>301,150</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of fixed assets	-392,320
Advance of note receivable	<u>-4,000</u>
NET CASH USED BY INVESTING ACTIVITIES	<u>-396,320</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Mortgage payable, net	61,406
Line of credit, net	1,973
Note payable, other	<u>-4,200</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>59,179</u>
NET DECREASE IN CASH	-35,991
CASH AT BEGINNING OF YEAR	<u>67,987</u>
CASH AT END OF YEAR	<u>\$ 31,996</u>

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Notes to Financial Statements
December 31, 2014

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Activities

Feminist Health Center of Portsmouth, Inc. provides services to women and men of all ages at their facility in Greenland, New Hampshire. The Organization offers a safe, supportive and nonjudgmental environment with access to pregnancy counseling and testing, contraception and abortion services, STD counseling and testing, as well as annual checkups, menopause care, outreach clinics and health education. Their holistic philosophy is grounded in respect, compassion and commitment to medical excellence and choice. Founded in 1908 as "The Feminist Health Center of Portsmouth", we changed our name in 2011 to the "Joan G. Lovering Health Center" in honor of Joan G. Lovering, a New Hampshire pioneer for reproductive rights, and one of our founders. During 2013 the Health Center launched a capital campaign to raise funds for a facility addition and updating and new equipment.

Income Taxes

The Organization is a New Hampshire nonprofit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal and state income taxes, and as such, no tax provisions have been made in the accompanying financial statements.

Feminist Health Center of Portsmouth, Inc. has adopted provisions of the Financial Accounting Board of Accounting Standards Codification (ASC) Top 740-10. The Organization's policy is to evaluate all tax positions on an annual basis in conjunction with the filing of the annual return of organization exempt from income tax. Interest and penalties assessed by income taxing authorities are included in administrative expense. For 2014, there were no penalties or interest assessed or paid. The Organization files informational returns in the U.S. federal and state jurisdictions. The Organization's federal and state informational returns for 2012, 2013 and 2014 are subject to examination by the IRS and state taxing authorities, generally for three years after they were filed.

Method of Accounting and Revenue Recognition

The financial statements of Feminist Health Center of Portsmouth, Inc. have been prepared on the accrual basis of accounting. Revenue is derived from the following principal sources: services, contributions, grants and fundraising activities. Contributions are recognized when received. Revenue from grants is recognized when the grant is awarded. Other service revenue is recognized when earned. Promises to give of \$7,500 restricted to the Capital Campaign.

Contributed Services

During the year ended December 31, 2014, the value of contributed services meeting the requirements for recognition in the financial statements was not material and has not been recorded. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Organization at the facility, but these services do not meet the criteria for recognition as contributed services.

Estimates

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

Property and Equipment

Property and equipment are recorded at cost or, if donated, at fair market value at date of donation. Depreciation is computed on the estimated useful lives of the assets using the straight-line method as follows:

Building	31 years
Building improvements	10-31 years
Equipment	5-7 years
Furniture and fixtures	7 years

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Notes to Financial Statements
December 31, 2014
Continued

NOTE 1 continued

Maintenance and repairs which do not improve or extend the life of the assets are charged to expense as incurred; major renewals and betterments are capitalized. The Organization's depreciation expense was \$34,559.

Financial Statement Presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in Accounting Standards Codification (ASC) Topic 958, Not-for-Profit Entities. Feminist Health Center of Portsmouth, Inc. is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. A description of the three net asset categories follows.

Unrestricted net assets include the revenues and expenses associated with the principal operating mission of Feminist Health Center of Portsmouth, Inc. It records as unrestricted contributions, restricted contributions whose restrictions are met in the same reporting period.

Temporarily restricted net assets include gifts and grants for which donor or grantor imposed restrictions have not yet been met. Assets are released from restrictions as expenditures are made in line with the restrictions called for under the terms of the contribution or grant. The Organization had \$16,118 in temporarily restricted net assets from the Capital Campaign.

Permanently restricted net assets include gifts which require by donor restriction that the corpus be invested in perpetuity and only the income be made available for program operations in accordance with donor restrictions. Feminist Health Center of Portsmouth, Inc. has no permanently restricted net assets.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

The Organization uses the direct write-off method for uncollectible accounts. Accounts are reviewed regularly.

NOTE 2 PROPERTY AND EQUIPMENT

Property and equipment schedule is as follows:

Land and improvements	\$ 45,480
Building	161,422
Building improvements	216,807
Medical equipment	74,840
Office equipment	40,096
Furniture and fixtures	24,380
New building addition	<u>358,115</u>
	921,140
Less Accumulated depreciation	<u>421,753</u>
	<u>\$499,387</u>

NOTE 3 MORTGAGE PAYABLE

- a) Mortgage payable, \$117,198, (\$3,899 due within one year) represents a mortgage due Optima Bank with a rate of 4.99%. The mortgage is secured by property.
- b) Mortgage payable, \$66,420, (all due within one year) represents a mortgage due Optima Bank with a rate of 4.85%.

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

Notes to Financial Statements

December 31, 2014

Continued

NOTE 4 LINE OF CREDIT

Line of credit, \$6,973, represents a line of credit due Optima Bank at prevailing market rates.

NOTE 5 NOTE PAYABLE, OTHER

Note payable, other, \$10,500, represents a short term loan from an individual.

NOTE 6 INTEREST EXPENSE

The Organization paid \$8,089 in interest expense during the year ended December 31, 2014. No interest was capitalized during the year.

NOTE 7 EVALUATION OF SUBSEQUENT EVENTS

Feminist Health Center of Portsmouth, Inc. has evaluated all subsequent events through October 15, 2015, the date the financial statements were available to be issued, and determined that any subsequent events that require recognition or disclosure were considered in the preparation of the financial statements.



Board of Directors 2016

Cyndi	Bear	
Martha	Byam	
Caitlin	Delaney	
Chris	Duffy	
Duncan	Edgar	Secretary
Michael	Murphy	Treasurer
Erika	Place	
Nancy	Starks-Cheney	Chair
Maddie	Wallach	
Mary	Westfall	

Chronology

Dec. 1997- Present
Public Policy Director,
NHCADSV

January 1996- Dec.
1997
Legislative Consultant
NHCADSV

June 1991- Dec. 1997
A Safe Place (a crisis
service for domestic
violence victims)

Jan. 1990-Jan. 1992
State Legislator, Dist. 24

July-November 1990
Campaign organizer,
Jeanne Shaheen for
State Senate

April 1989-June 1991
Somersworth Children's
Festival, Director

1988-1990
Feminist Health Center,
Development &
Fundraising

1988 and 1986
McEachern for
Governor campaign

1980-1985
Feminist Health
Centers Director

1978-1980
Southern Maine
Women's Health
Collective, Director

1977-1979
Gynecare Public
Relations Promotion

1973-1977
Charles Circle Clinic
Director, Family
Planning Clinic

Experience

• **Domestic & Sexual Violence - 22 years total**

New Hampshire Coalition Against Domestic & Sexual Violence - 9 yrs.
Helped to draft and negotiate passage of DV model code legislation
Participated on the Rural Health Care Initiative - to train ER personnel to screen for and respond to possible DV injuries

Developed and wrote protocols for various disciplines on working with victims
Lobbying -considered the "strongest non-profit lobby on the Hill"
Worked to create a public interest payphone program in NH
Sexual Offender Treatment Standards - development committee
Governor's Commission on Domestic and Sexual Violence
 Fatality Review , Domestic Violence- Executive Committee
 Batterer's Intervention Program Standards - development committee
 EAP Protocol - provided business and industry training
 Sexual Assault Committee
 Protocol Development Committee
 Annual Conference Planning Committee
 Supervised Visitation Committee

A Safe Place - 6 years
Financial Director - fundraising, grant writing, payroll, audit, money management -
doubled revenues in 4 years
Direct Service - shelter, hot line, on-call, legal advocacy

Women's Resource Center - 7 years.
Board Chair - fundraising, organizational structure, vision planning, stabilized budget
Incest & child sexual abuse curriculum - grant and program design
Direct service - hot line, one-on-one support, hospital advocacy

• **Women's Health Care - 15 years total**

Reproductive Rights Coalition - 1997 to present
Working on passing pro-choice legislation

Feminist Health Center, Director - 5 years (+2 yrs.consulting)

NARAL, Choice Chocolate, chair - 2 years, co-chair 1 year

Southern Maine Women's Health Collective - 2 yr. - Set up 501c3 status, wrote grants, did feasibility study, got start-up money from wealthy benefactors

Gynecare - 2 yrs. - Did a needs assessment and PR campaign

Charles Circle Clinic, Director, Family Planning - 4 yrs. - I became knowledgeable about sexually transmitted diseases, spokesperson to newspapers, both The Boston Globe and The Phoenix. I was responsible for hiring and managing all staff, including doctors

Related Skills

Supervision of medical staff

Management of organizational finances and budget
ring and supervision of agency staff

Organizational development

Program management

Writing and management of grant funds

Networking

Media and community relations

Public speaking

Recent Presentations/Training/Conferences

- Annual Statewide Domestic Violence Conference, every year
- Judicial Training on the revised domestic violence statute 12/99
- International Supervised Visitation Network Conference
- Regional workshop on notification for TANF family violence option
- Regional DHHS conference 8/00 on TANF Implementation
- National Health Initiative Legal Issues for Health Care Providers

Additional Information

New Hampshire Guardian ad Litem Board, Chair 2001 to present

Recipient of the Porch Light Award, 2005

Recipient of the Marilla Ricker Award, 2004

References: Upon request, I will provide names, phone numbers and /or letters of reference

Administrative Assistant, Grants Monitor

The Joan G. Lovering Health Center Provides services that promote reproductive health for men and women. These services include well woman gynecological care, family planning and contraception, Sexually transmitted disease testing and treatment and first trimester abortions. We accept most major insurances. We also have a sliding fee schedule and accept Medicaid patients.

This is a part time job in an exceptional work environment: a newly renovated building, a friendly dedicated staff and a respectful, professional culture. People who work here believe in the services we provide and the patients we see. The person we are seeking must be able to work independently as well as be part of a team, must be able to represent the health center in a positive way and be willing to take on responsibility.

This is a 24 hour exempt position and reports directly to the Executive Director.

Primary Responsibilities:

1. Assists in the creation, revision and editing of clinical forms, protocols, procedure manuals and reports.
2. Implements and monitors client tracking, client self-management support, performance reporting and quality improvement. Monitors for grant requirements and prepares for grant site reviews and audits. Coordinate and implement corrective action plans, if necessary.
3. Assists in the development and maintains the Quality Assurance Program (QA) for continuing service excellence at JGLHC. Assists Executive Director in developing the priorities for Quality Assurance, and attends medical meetings. Develops and conducts quality improvement work in keeping with the goals of the JGLHC QA/QI program.
4. Oversee State and Federal regulatory standards, HIPPA, NAF, 340B, and professional standards in women's health.
5. Oversee medical record auditing to insure compliance with insurance industry, and NH standards in coding and billing.
6. Oversee personnel charts to maintain current licenses, etc. on file.
7. Responsible for preparing reports, collecting and analyzing data, and maintaining records and statistical information.
8. Ability to cover healthworker tasks when necessary.

Skills, Talents and Abilities Requirements:

1. Must have a commitment to reproductive rights and equal access to justice
2. B.A or B.S. with 3 years of experience with progressive responsibility within a women's health or medical clinic setting or
3. 5 years' experience within a social service agency with familiarity with medical issues.
4. Must have computer skills, specifically in data gathering and Quickbooks a plus.
5. Must have good communication skills both written and oral

Core staff duties:

All appropriate Health-worker responsibilities
Core staff meetings
Regular meetings with the executive director
Health Center ownership responsibilities

Salary commensurate with experience.



Job Description

Advanced Practice Registered Nurse – Nurse Practitioner (APRN)

The APRN is responsible for the general smooth functioning of her clinics.

This is an exempt position.

The APRN's primary responsibility is to follow proper medical best practice and to provide quality medical services.

She will report to the Executive Director and is accountable to the Medical Director.

Duties and Responsibilities:

Seeing patients for well woman gynecology exam

Seeing patients for family planning visits

Seeing patient`s for STD/STI visits

Keeping clear and accurate medical notes in patient`s charts

Writing orders for clinical staff to carry out

Writing prescriptions for clinical staff to dispense or for patient to fill at a pharmacy

Reviewing lab test results, signing off on results and making follow up orders

Participate in medical meetings

Stay up to date on the latest medical interventions and family planning materials for the services provided at the health center

Staying current with all credentialing necessary for being a provider for health insurance

Maintaining all necessary licenses and other credentialing for liability insurance

Other duties as needed to fulfill the primary goals of the position



Joan G. Lovering Health Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Linda Griebisch	Executive Director	\$66,040	0	0
To Be Hired	Grant Monitor	\$15 per hour	100%	7,020
To Be hired	APRN	\$40 per hour	80%	8,000
To be hired	Healthworker	\$15 per hour	100%	11,700