

Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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4v 18

July 15, 2015

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

Retroactive

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 \$1,070,000, effective July 1, 2015 through June 30, 2017. 15.89% Federal Funds, 84.11% General Funds.

Vendor	Vendor Code	Area Served	Amount
Concord Feminist Health Center	257562-B001	Concord	\$179,800
Joan G. Lovering Health Center	175132-R001	Portsmouth, Greenland	\$134,200
Planned Parenthood of Northern New England, Claremont	177528-R002	Claremont, Derry, Exeter, Keene	\$253,900
Planned Parenthood of Northern New England, Manchester	177528-R002	Manchester	\$385,000
Weeks Medical Center	177171-R001	Lancaster, Stratford, Whitefield, Northumberland, Groveton	\$117,100
Total:			\$1,070,000

Funds to support this request are available in the following account, pending legislative approval of the next biennial budget in State Fiscal Year 2016 and anticipated to be available in State Fiscal Year 2017 upon 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.

FISCAL DETAILS ATTACHED

EXPLANATION

This request is **retroactive** because there were unexpected delays in the Request for Proposal and evaluation process which affected the ability to receive the executed contracts prior to the close of State Fiscal Year 2015.

The purpose of this request is to enter into agreements with four (4) vendors, one of which was granted two (2) contracts, 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 services are critical in ensuring access to critical health care services including contraception, screening for breast and cervical cancer, pregnancy testing, sexually transmitted disease testing and treatment, as well as education and counseling.

A Request for Proposals was posted to the Department's website on April 1, 2015 through May 1, 2015. Five (5) proposals were received from four (4) vendors. A team of individuals with program specific knowledge evaluated the proposals. All five (5) proposals were accepted to receive funding. It is the Department's intention to distribute these funds equitably to all regions of the state.

The Department reserves the right to renew the contract for two additional periods of two years each, subject to continued availability of funding, the 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.

Areas Served: Manchester, Lancaster, Stratford, Whitefield, Northumberland, Claremont, Derry, Keene, Concord, Portsmouth and Greenland.

Source of Funds: Manchester 100% General Funds
Lancaster, Stratford, Whitefield, Northumberland 100% General Funds
Claremont, Derry, Exeter, Keene 100% General Funds
Concord 47% Federal Funds, 53% General Funds
Portsmouth, Greenland 63% Federal Funding, 37% General Funds

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

Respectfully submitted,



Marcella Jordan Bobinsky
Acting Director

Approved by:



Nicholas A. Toumpas
Commissioner

FISCAL DETAILS

**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 100% General Funds**

Fiscal Year	Vendor	Class	Title	Activity Code	Amount
2016	Concord Feminist Health Center	102-500731	Contracts for Program Services	90080213	\$47,400
2017	Concord Feminist Health Center	102-500731	Contracts for Program Services	90080213	\$47,400
2016	Joan G. Lovering Health Center	102-500731	Contracts for Program Services	90080213	\$24,600
2017	Joan G. Lovering Health Center	102-500731	Contracts for Program Services	90080213	\$24,600
2016	Planned Parenthood of Northern New England, Claremont	102-500731	Contracts for Program Services	90080213	\$126,950
2017	Planned Parenthood of Northern New England, Claremont	102-500731	Contracts for Program Services	90080213	\$126,950
2016	Planned Parenthood, Manchester	102-500731	Contracts for Program Services	90080213	\$192,500
2017	Planned Parenthood, Manchester	102-500731	Contracts for Program Services	90080213	\$192,500
2016	Weeks Medical Center	102-500731	Contracts for Program Services	90080213	\$58,550
2017	Weeks Medical Center	102-500731	Contracts for Program Services	90080213	\$58,550
				Subtotal:	\$900,000

FISCAL DETAILS

**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 100% Federal Funds**

CFDA# 93.217

FAIN# FPHA016063

Funder Title X Family Planning

Fiscal Year	Vendor	Class	Title	Activity Code	Amount
2016	Concord Feminist Health Center	102-500731	Contracts for Program Services	90080004	\$31,000
2017	Concord Feminist Health Center	102-500731	Contracts for Program Services	90080004	\$31,000
2016	Joan G. Lovering Health Center	102-500731	Contracts for Program Services	90080004	\$31,000
2017	Joan G. Lovering Health Center	102-500731	Contracts for Program Services	90080004	\$31,000
				Subtotal:	\$124,000

**05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY
ASSISTANCE TO NEEDY FAMILIES 100% Federal Funds**

CFDA# 93.558

FAIN# 1502NHTANF

Funder US, Administration for Children & Families

Fiscal Year	Vendor	Class	Title	Activity Code	Amount
2016	Concord Feminist Health Center	502-500891	Contracts for Program Services	45030203	\$11,500
2017	Concord Feminist Health Center	502-500891	Contracts for Program Services	45030203	\$11,500
2016	Joan G. Lovering Health Center	502-500891	Contracts for Program Services	45030203	\$11,500
2017	Joan G. Lovering Health Center	502-500891	Contracts for Program Services	45030203	\$11,500
				Subtotal:	\$46,000
				Total:	\$1,070,000



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

Family Planning Services

RFP #16-DHHS-DPHS-FP-02

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Concord Feminist Health Center
2. Joan G. Lovering Health Center
3. Planned Parenthood Claremont, et al.
4. Planned Parenthood Manchester
5. Weeks Medical Center

Pass/Fail	Maximum Points	Actual Points
	100	80
	100	72
	100	75.5
	100	77
	100	92.5

1. Felicia Fielding, PS IV, DPHS, Tech
2. Rhonda Siegel, Admin II, DPHS, Tech
3. Patricia Tilley, Admin IV, DPHS, Tech
4. Ellen Chase-Lucard, Admin II, DPHS, Cost
5. Mary Holliday, Admin II, DPHS, Cost
6. Phillip J. Nadeau, Admin III, OOC, Ofc of Bus Ops, Cost
7. _____

Subject: Family Planning

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-6504	
1.3 Contractor Name Concord Feminist Health Center		1.4 Contractor Address 38 South Main Street Concord, NH 03301	
1.5 Contractor Phone Number 603-225-2739	1.6 Account Number 05-95-45-450010-6146 05-95-90-902010-5330	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$179,800
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature <i>Dalia Vidunas</i>		1.12 Name and Title of Contractor Signatory DALIA VIDUNAS, EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>07/20/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Cecile T. O'Keefe</i>			
1.13.2 Name and Title of Notary or Justice of the Peace CECILE T. O'KEEFE, Notary Public My Commission Expires March 26, 2018			
1.14 State Agency Signature <i>Brook Duce</i>		1.15 Name and Title of State Agency Signatory <i>Brook Duce / Bureau Chief</i>	
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: <i>[Signature]</i> On: <u>7/22/2015</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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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>).

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:
 - 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.



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

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

Bidder/Program Name: New Hampshire woman's Health Service d/b/a Concord Feminist Health Center

Budget Request for: #16-DHHS-DPHS-FP-02
 (Name of RFP)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 65,032.24	\$ -	\$ 65,032.24	\$ 10,458.10	\$ -	\$ 10,458.10	\$ 54,574.14	\$ -	\$ 54,574.14
2. Employee Benefits	\$ 12,675.06	\$ -	\$ 12,675.06	\$ 2,038.33	\$ -	\$ 2,038.33	\$ 10,636.73	\$ -	\$ 10,636.73
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 240.00	\$ 240.00	\$ -	\$ 240.00	\$ 240.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,850.00	\$ -	\$ 2,850.00	\$ -	\$ -	\$ -	\$ 2,850.00	\$ -	\$ 2,850.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 619.00	\$ -	\$ 619.00	\$ -	\$ -	\$ -	\$ 619.00	\$ -	\$ 619.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 4,610.46	\$ -	\$ 4,610.46	\$ -	\$ -	\$ -	\$ 4,610.46	\$ -	\$ 4,610.46
Office	\$ -	\$ 360.00	\$ 360.00	\$ -	\$ 360.00	\$ 360.00	\$ -	\$ -	\$ -
6. Travel	\$ 480.00	\$ -	\$ 480.00	\$ -	\$ -	\$ -	\$ 480.00	\$ -	\$ 480.00
7. Occupancy	\$ -	\$ 2,400.00	\$ 2,400.00	\$ -	\$ 2,400.00	\$ 2,400.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 360.00	\$ 360.00	\$ -	\$ 360.00	\$ 360.00	\$ -	\$ -	\$ -
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360.00	\$ -	\$ 360.00
Subscriptions	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
Audit and Legal	\$ -	\$ 420.00	\$ 420.00	\$ -	\$ 420.00	\$ 420.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 420.00	\$ 420.00	\$ -	\$ 420.00	\$ 420.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 240.00	\$ 240.00	\$ -	\$ 240.00	\$ 240.00	\$ -	\$ -	\$ -
9. Software	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
10. Marketing/Communications	\$ 6,600.00	\$ -	\$ 6,600.00	\$ -	\$ -	\$ -	\$ 6,600.00	\$ -	\$ 6,600.00
11. Staff Education and Training	\$ 5,300.00	\$ -	\$ 5,300.00	\$ -	\$ -	\$ -	\$ 5,300.00	\$ -	\$ 5,300.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Translation Services	\$ 2,376.00	\$ -	\$ 2,376.00	\$ -	\$ -	\$ -	\$ 2,376.00	\$ -	\$ 2,376.00
Licenses	\$ 393.67	\$ -	\$ 393.67	\$ -	\$ -	\$ -	\$ 393.67	\$ -	\$ 393.67
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 102,396.43	\$ 4,440.00	\$ 106,836.43	\$ 12,496.43	\$ 4,440.00	\$ 16,936.43	\$ 89,900.00	\$ -	\$ 89,900.00

Indirect As A Percent of Direct 4.3%

Date: 6/30/15

Contractor Initials: DMW

Exhibit B-1

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

Bidder/Program Name: New Hampshire woman's Health Service d/b/a Concord Feminist Health Center

Budget Request for: #16-DHHS-DPHS-FP-02
 (Name of RFP)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 66,540.24	\$ -	\$ 66,540.24	\$ 5,243.68	\$ -	\$ 5,243.68	\$ 61,296.56	\$ -	\$ 61,296.56
2. Employee Benefits	\$ 13,189.14	\$ -	\$ 13,189.14	\$ 1,039.37	\$ -	\$ 1,039.37	\$ 12,149.77	\$ -	\$ 12,149.77
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 240.00	\$ 240.00	\$ -	\$ 240.00	\$ 240.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 419.00	\$ -	\$ 419.00	\$ -	\$ -	\$ -	\$ 419.00	\$ -	\$ 419.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 425.00	\$ -	\$ 425.00	\$ -	\$ -	\$ -	\$ 425.00	\$ -	\$ 425.00
Office	\$ -	\$ 360.00	\$ 360.00	\$ -	\$ 360.00	\$ 360.00	\$ -	\$ -	\$ -
6. Travel	\$ 480.00	\$ -	\$ 480.00	\$ -	\$ -	\$ -	\$ 480.00	\$ -	\$ 480.00
7. Occupancy	\$ -	\$ 2,400.00	\$ 2,400.00	\$ -	\$ 2,400.00	\$ 2,400.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 360.00	\$ 360.00	\$ -	\$ 360.00	\$ 360.00	\$ -	\$ -	\$ -
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360.00	\$ -	\$ 360.00
Subscriptions	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
Audit and Legal	\$ -	\$ 420.00	\$ 420.00	\$ -	\$ 420.00	\$ 420.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 420.00	\$ 420.00	\$ -	\$ 420.00	\$ 420.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 240.00	\$ 240.00	\$ -	\$ 240.00	\$ 240.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 6,600.00	\$ -	\$ 6,600.00	\$ -	\$ -	\$ -	\$ 6,600.00	\$ -	\$ 6,600.00
11. Staff Education and Training	\$ 4,800.00	\$ -	\$ 4,800.00	\$ -	\$ -	\$ -	\$ 4,800.00	\$ -	\$ 4,800.00
12. Subcontracts/Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Translation Services	\$ 2,376.00	\$ -	\$ 2,376.00	\$ -	\$ -	\$ -	\$ 2,376.00	\$ -	\$ 2,376.00
Licenses	\$ 393.67	\$ -	\$ 393.67	\$ -	\$ -	\$ -	\$ 393.67	\$ -	\$ 393.67
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 96,183.05	\$ 4,440.00	\$ 100,623.05	\$ 6,283.05	\$ 4,440.00	\$ 10,723.05	\$ 89,900.00	\$ -	\$ 89,900.00

Indirect As A Percent of Direct 4.6%

Date: 6/30/15

Contractor Initials: DMW



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 insurance 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 \$1,000,000; and
4. The Division reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

CONCORD FEMINIST HEALTH CENTER
Dalma M. Vidunas
Name: DALMA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

6/30/15
Date



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: CONCORD FEMINIST HEALTH CENTER

6/30/15
Date

Salia M Vidunas
Name: SALIA M VIDUNAS
Title: EXECUTIVE DIRECTOR



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Handwritten Signature]



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: CONCORD FEMINIST HEALTH CENTER

6/30/15
Date

Dalia M Vidunas
Name: DALIA M VIDUNAS
Title: EXECUTIVE DIRECTOR



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

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

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

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

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

Exhibit G

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

Contractor Initials *DM*

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: CONCORD FEMINIST HEALTH CENTER

6/30/15
Date

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

Exhibit G

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

Contractor Initials DMV



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: **CONCORD FEMINIST HEALTH CENTER**

6/30/15
Date

Dalia M. Vidunas
Name: **DALIA M. VIDUNAS**
Title: **EXECUTIVE DIRECTOR**



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH
The State

[Signature]
Signature of Authorized Representative

Brook Dupes
Name of Authorized Representative

Bureau Chief
Title of Authorized Representative

7/28/15
Date

CONCORD FEMINIST HEALTH CENTER
Name of the Contractor

[Signature]
Signature of Authorized Representative

DALIA M. VIDUNAS
Name of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

6/30/15
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: CONCORD FEMINIST HEALTH CENTER

Date 6/30/15

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



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

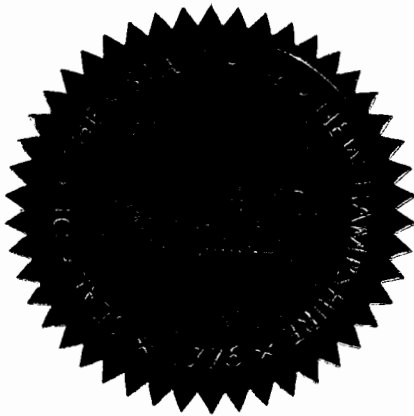
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD FEMINIST HEALTH CENTER is a New Hampshire nonprofit corporation formed March 25, 1974. 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. 2015

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, MARLENE B. GOLDMAN, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 20, 2015 :
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 30 day of June, 2015 .
(Date Contract Signed)

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

of the Agency.

Marlene B. Goldman
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 30 day of June, 2015.

By Marlene B. Goldman
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

NOTARY SEAL

JOHN JAUHOLA-STRAIGHT, Notary Public
Commission Expires ~~my~~ Commission Expires March 20, 2018

CERTIFICATE OF LIABILITY INSURANCE

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).

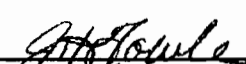
PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: NHMMJUA NAIC #	
	INSURED NH Women's Health Services Inc DBA Concord Feminist Health Center 38 South Main Street Concord, NH 03301	INSURER B: FirstComp Insurance Company
	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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			NHJUA11879	01/10/2015	01/10/2016	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC009863306	10/01/2014	10/01/2015	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab			NHJUA11879	01/10/15	01/10/16	\$1,000,000 Limit

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

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 



Concord Feminist Health Center

Quality~Compassion~Respect - Since 1974

Mission Statement

CFHC's mission is to advance health by empowering our clients and communities through advocacy, education, outreach, and the provision of quality, non-judgmental healthcare with expertise in sexual, reproductive, and gender-affirming services.

Vision Statement

We envision a world in which all people have the freedom to make educated choices regarding all aspects of their healthcare.

Core Values

- ◇ We are a client-centered, not-for-profit, independent healthcare facility.
- ◇ We provide quality, evidence-based healthcare.
- ◇ We value the equality of all regardless of age, race, ethnicity, religion, gender, sexual orientation, gender identity, disability, body size, socio-economic status, or immigration status.
- ◇ We respect the dignity of all individuals and act with compassion.
- ◇ We remain committed to reproductive freedom and social justice.
- ◇ We are committed to providing difficult to access healthcare, with expertise in family planning and LGBTQ care.
- ◇ We strive to create and maintain a physically and emotionally safe, confidential, and inclusive environment.
- ◇ We provide medically accurate, comprehensive and respectful client and community education.
- ◇ We actively seek collaborations within our community to accomplish shared goals.
- ◇ We are committed to the training of future healthcare providers.
- ◇ We continue to champion the feminist model of healthcare, which promotes self-determination and equality for all people.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF FINANCE

Nicholas A. Toumpas
 Commissioner

Sheri Rockburn
 Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9365 1-800-852-3345 Ext. 9365
 Fax: 603-271-2896 TDD Access: 1-800-735-2964

FINANCIAL MONITORING REPORT

DATE: May 27, 2015

TO: Marlene Goodman, Chair
 Board of Directors
 Concord Feminist Health Center
 38 South Main Street
 Concord, NH 03301

AGENCY MONITORED: Concord Feminist Health Center;
 38 South Main Street
 Concord, NH 03301

AGENCY CONTACTS: Peter Brankman, CPS, Finance Director
 Dalia Vidunas, Executive Director

CONTRACT PERIOD: 7/1/2013 – 6/30/2014
 7/1/2014 - 3/31/2015

CONTRACT NUMBER (S): 1035184

\$36,309.00	Family Planning Services FY14	100% General Funds
<u>\$36,309.00</u>	Family Planning Services FY15	100% General Funds
<u>\$72,618.00</u>		

DATE MONITORED: April 28, 2015

In accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, the State of New Hampshire is required to monitor the financial expenditures of contract agencies that receive federal awards passed through the State of New Hampshire. This process includes completion of a monitoring review questionnaire to ensure compliance with federal regulations, and a financial sampling of the expenditures submitted to the Division of Public Health Services.

Family Planning Services were reviewed for FY2014 and part of FY2015. The first contract review was conducted April 28, 2015. The FY14-15 financial monitoring report is *closed*. No written agency or bureau response is required.

I wish to thank Peter Brankman and Dalia Vidunas for their full cooperation and courtesy extended to me during the contract monitoring review. The Concord Feminist Health Center financial records were accurate and complete. Most of the program funding is budgeted for salary expense.

With the potential for additional grant funding to the agency, we discussed certification of time and effort for one cost objective versus multiple cost objectives. Semi-annual certification in personnel files is fine for work for one cost objective. Personnel Activity Reports or timesheets need to be completed for total work time and the portion spent on each grant project for multiple cost centers. I recommend use of a PAID stamp with coding allocations on invoices, and an ENTERED stamp to document entry into QuickBooks be included as part of the written procedure manual in process. The accounting process would be consistent in case new accounting staff was hired in the future.

Please call me at 271-9365 if I can be of any further assistance to you and your staff.

Sincerely yours,

Susan Gifford
Internal Auditor
sgifford@dhhs.state.nh.us

cc: Peter Brankman, CPA, Finance Director, Concord Feminist Health Center
Dalia Vidunas, Executive Director, Concord Feminist Health Center
Cathy Liane, Finance Section, Bureau of PH Policy & Performance
Dolores Cooper, DPHS, Director's Office

SUMMARY OF COMPLIANCE FINDINGS AND RECOMMENDATIONS
FOR STATE FISCAL YEAR(S) 2014-2015
Review conducted April 28, 2015

Family Planning services were reviewed for FY2014 and part of FY2015. There were no findings or recommendations in in the program reviewed. All transactions reviewed were well documented.



The Financial Monitoring Report for Fiscal Year 2014-15 is *closed*.
No written agency or bureau response is required.

Prior Fiscal Year Summary
SUMMARY OF COMPLIANCE FINDINGS AND RECOMMENDATIONS

This is the first contract between DHHS Bureau of Public Health Policy and Performance and Concord Feminist Health Center. No review has been done previously.

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

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

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

DECEMBER 31, 2014

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Statement of Activities	3
Statement of Cash Flows	4
Statement of Functional Expenses	5
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INDEPENDENT ACCOUNTANT'S REPORT



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

Board of Directors
Concord Feminist Health Center
Concord, New Hampshire

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

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

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

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

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

Charlene T Vallee, CPA, PLLC

Concord, New Hampshire
June 15, 2015

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

STATEMENT OF FINANCIAL POSITION
December 31, 2014 AND 2013

	<u>Unaudited</u>	<u>Audited</u>
	2014	2013
<u>ASSETS</u>		
CURRENT ASSETS		
Cash - operating	\$ 17,528	\$ 870
Cash - savings	108,176	172,913
Accounts receivable	99,786	53,794
Grant receivable	-	18,131
Investments	70,114	57,954
Inventory	21,467	20,267
Prepaid expenses	<u>6,435</u>	<u>3,735</u>
Total current assets	<u>323,506</u>	<u>327,664</u>
PROPERTY AND EQUIPMENT		
Land, building and improvements	312,411	312,411
Medical equipment	73,472	73,472
Office equipment	109,309	88,670
Office furniture	31,200	31,200
Signage	<u>1,688</u>	<u>1,688</u>
Total property and equipment	528,080	507,441
Less accumulated depreciation	<u>(352,255)</u>	<u>(341,777)</u>
Property and equipment - net	<u>175,825</u>	<u>165,664</u>
TOTAL ASSETS	<u>\$ 499,331</u>	<u>\$ 493,328</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 23,853	\$ 55,320
Accrued expenses	<u>33,141</u>	<u>20,328</u>
Total current liabilities	<u>56,994</u>	<u>75,648</u>
NET ASSETS		
Unrestricted	268,405	243,748
Unrestricted - invested in property and equipment	168,565	168,565
Unrestricted - board designated	<u>5,367</u>	<u>5,367</u>
Total net assets	<u>442,337</u>	<u>417,680</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 499,331</u>	<u>\$ 493,328</u>

See Notes to Financial Statements

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

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

	Unaudited 2014	Audited 2013
REVENUE AND SUPPORT		
Health care services	\$ 717,703	\$ 694,374
Contributions	58,733	33,815
Medical residents fees	4,800	7,075
Grants	36,265	45,570
Events	-	525
In-kind services	4,000	4,000
Other revenue	<u>2,016</u>	<u>278</u>
Total revenue and support	<u>823,517</u>	<u>785,637</u>
EXPENSES		
Program expenses	699,468	677,660
Management and general	94,542	123,102
Fundraising	<u>17,254</u>	<u>11,133</u>
Total expenses	<u>811,264</u>	<u>811,895</u>
OTHER REVENUE AND EXPENSE		
Investment income	1,157	645
Unrealized gain (loss) on investments	11,247	18,736
Class action settlement	<u>-</u>	<u>19,112</u>
Total other revenue and expense	<u>12,404</u>	<u>38,493</u>
CHANGE IN NET ASSETS	24,657	12,235
NET ASSETS - BEGINNING OF YEAR	417,680	412,781
PRIOR PERIOD ADJUSTMENT	<u>-</u>	<u>(7,336)</u>
NET ASSETS - END OF YEAR	<u>\$ 442,337</u>	<u>\$ 417,680</u>

See Notes to Financial Statements

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

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

	Unaudited 2014	Audited 2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 24,657	\$ 12,235
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	10,479	6,810
Prior period adjustment		(7,336)
(Increase) decrease in assets:		
Accounts and grants receivable	(27,861)	28,050
Prepaid expenses	(2,700)	14,221
Inventory	(1,200)	(20,267)
Increase (decrease) in liabilities:		
Accounts payable	(31,468)	41,997
Accrued expenses	12,813	20,328
	(15,280)	96,038
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(20,639)	(3,910)
Purchase of investments	(12,160)	(20,100)
	(32,799)	(24,010)
NET CASH USED IN INVESTING ACTIVITIES		
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(48,079)	72,028
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	173,783	101,755
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 125,704	\$ 173,783

See Notes to Financial Statements

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

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

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

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

See Notes to Financial Statements

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

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

NOTE 1 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Business

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

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

Basis of Accounting

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

Basis of Presentation

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

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

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

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

Cash and Cash Equivalents

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

Accounts Receivable

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

Property and Depreciation

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

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

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

Accrued Earned Time

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

Revenue Recognition

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

Functional Expenses

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

Donated Services

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

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

Advertising

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

Estimates

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

Income Taxes

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

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

NOTE 2

INVESTMENTS

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

NOTE 3 **FAIR VALUE OF FINANCIAL INSTRUMENTS**

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

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

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

NOTE 5 **LINE OF CREDIT**

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

NOTE 6 **LAWSUIT SETTLEMENT**

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

NOTE 7 **PRIOR PERIOD ADJUSTMENTS**

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

NOTE 8 **SUBSEQUENT EVENTS**

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

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

FINANCIAL STATEMENTS
FOR THE YEAR ENDED
DECEMBER 31, 2013
AND
INDEPENDENT AUDITORS' REPORT

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

DECEMBER 31, 2013

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Statement of Cash Flows	4
Statement of Functional Expenses	5
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INDEPENDENT AUDITOR'S REPORT



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

Board of Directors
Concord Feminist Health Center
Concord, New Hampshire

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Charlene T Vallee, CPA, PLLC

Concord, New Hampshire
August 11, 2014

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

STATEMENT OF FINANCIAL POSITION
December 31, 2013

ASSETS

CURRENT ASSETS

Cash - operating	\$	870
Cash - savings		172,913
Accounts receivable		53,794
Grant receivable		18,131
Investments		57,954
Inventory		20,267
Prepaid expenses		<u>3,735</u>
Total current assets		<u>327,664</u>

PROPERTY AND EQUIPMENT

Land, building and improvements		312,411
Medical equipment		73,472
Office equipment		88,670
Office furniture		31,200
Signage		<u>1,688</u>
Total property and equipment		507,441
Less accumulated depreciation		<u>(341,777)</u>
Property and equipment - net		<u>165,664</u>

TOTAL ASSETS

\$ 493,328

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$	55,320
Accrued expenses		<u>20,328</u>
Total current liabilities		<u>75,648</u>

NET ASSETS

Unrestricted		243,748
Unrestricted - invested in property and equipment		168,565
Unrestricted - board designated		<u>5,367</u>
Total net assets		<u>417,680</u>

TOTAL LIABILITIES AND NET ASSETS

\$ 493,328

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

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2013

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

See Notes to Financial Statements

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

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

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

See Notes to Financial Statements

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

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

	<u>PROGRAM SERVICES</u>	<u>GENERAL AND ADMINISTRATIVE</u>	<u>FUND- RAISING</u>	<u>TOTAL</u>
WAGES AND RELATED				
Salaries and wages	\$ 313,409	\$ 74,675	\$ 5,569	\$ 393,653
Employee benefits	17,242	7,936	474	25,652
Retirement contributions	5,700	750	50	6,500
Payroll taxes	28,114	6,969	520	35,603
TOTAL WAGES AND RELATED	364,465	90,330	6,613	461,408
EXPENSES				
Medical supplies	167,699			167,699
Medical practitioners	51,345			51,345
Occupancy	21,434	5,496	550	27,480
Professional fees	10,012	12,180		22,192
Insurance	14,312	1,346	111	15,769
Advertising	9,472	151	2,021	11,644
Office supplies and expense	952	7,573	411	8,936
Depreciation	5,312	1,362	136	6,810
Equipment rental	3,393			3,393
Repairs and maintenance	1,573	403	40	2,016
Bank and credit card charges	3,768			3,768
Telephone and internet	4,055	1,241	169	5,465
Printing and copying	2,800	1,527	764	5,091
In-kind services	4,000			4,000
Postage and shipping	2,713			2,713
Licensing and fees	2,077			2,077
Memberships	2,386	477	318	3,181
Meetings and events	2,367			2,367
Staff development	1,649			1,649
Gifts and contributions	50			50
Travel	1,524	1,016		2,540
Collection fees	302			302
Total expenses	\$ 677,660	\$ 123,102	\$ 11,133	\$ 811,895

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

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

NOTE 1 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Business

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

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

Basis of Accounting

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

Basis of Presentation

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

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

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

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

Cash and Cash Equivalents

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

Accounts Receivable

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

Property and Depreciation

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

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

Depreciation expense aggregated \$6,810 for the year ended December 31, 2013.

Accrued Earned Time

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

Revenue Recognition

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

Functional Expenses

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

Donated Services

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

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

Advertising

The Organization expenses advertising costs as they are incurred. Advertising costs for the year ended December 31, 2013 was \$11,664.

Estimates

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

Income Taxes

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

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

NOTE 2

INVESTMENTS

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

NOTE 3 **FAIR VALUE OF FINANCIAL INSTRUMENTS**

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

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

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

NOTE 5 **LINE OF CREDIT**

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

NOTE 6 **LAWSUIT SETTLEMENT**

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

NOTE 7 **PRIOR PERIOD ADJUSTMENTS**

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

NOTE 8 **SUBSEQUENT EVENTS**

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



Concord Feminist Health Center
Quality~Compassion~Respect - Since 1974

Board of Directors
June 2015

Marlene Goldman, Board Chair
Term exp: May 2018

Harold (Chip) Rice, Vice Chair
Term exp: May 2017

John Jauhola-Straight, Treasurer
Term exp: May 2016

Nancy Normand, Secretary
Term exp: May 2018

Sandra Burzon Ackerman
Term exp: May 2017

Christina Ferrari
Term exp: May 2017

Susan Dow Johnson
Term exp: May 2018

Gary Schroeder
Term exp: May 2018

Gayle Spelman
Term exp: May 2018

Sueanne Gingrich, APRN

Profile

Twenty nine years experience as an adult nurse practitioner specializing in women's health with a focus of primary prevention, contraception and sexually transmitted disease treatment and prevention. Six years experience as a clinical manager. Eight years experience in abortion care and ultrasound.

Strengths

- Ability to connect quickly with patients.
- Strong focus on primary prevention.
- Ability to manage a busy practice.
- Strong team member.
- Effective preceptor to NP, AP students and medical residents.

Experience

Concord Feminist Health Center, Concord, NH 2010-present

Skilled at examination, diagnosis and treatment of acute and chronic problem with a focus in Women's health.

Implementation of a new program in transgender health.

Adept at precepting students from various educational programs.

Planned Parenthood of Northern New England, Manchester, NH 1986-2010

Skilled at examination, diagnosis and treatment of acute problems.

Effective counseling and patient instruction.

Ability to work efficiently and effectively in a busy clinic.

Successfully managed a busy clinic increasing patient access and visits.

Started and implemented two new medical programs.

Manchester Health Department Manchester, NH 1980-1992

Examination, diagnosis and treatment for patients with STI's.

Visiting Nurse Association of the South Shore, Braintree, MA 1983-1985

Management of patients in the home setting, including: assessments, coordination of care within a team, wound care.

Brigham and Women's Hospital, Boston, MA 1976-1983

Nursing care in a variety of acute hospital settings including: hematology, CCU, surgery and various units through the hospital.

Education

Master of Nursing Simmons College, Boston, MA 1986

Bachelor of Nursing Salem State College, Salem, MA 1983

Nursing Diploma Lowell General Hospital School of Nursing 1976

L. Marie Harris

Skills

Strong organizational, communication, and leadership skills
Positive work ethic, attitude, and advocate for working as a team

Education

- Master's Degree in Organizational Management in Leadership
Springfield College Manchester, NH Anticipated Completion: 12/2015
- Bachelor of Science Degree in Healthcare Management, BS
Bellevue University Omaha, NE Degree Completed: 11/2012
- Associate's Degree of Applied Science in Medical Assisting, A.A.S
Hamilton College Omaha, NE Degree Completed: 10/2006

Experience

5/2014-Present Concord Feminist Health Center Concord, NH
Outreach Coordinator/Community Liaison

- Coordinate, plan, and organize all community outreach activities
- Develop and implement ways to reach out to younger people via technology including use of the website, Facebook, Twitter
- Deliver community education covering organization's services offered and reproductive health care topics specializing in family planning services
- Maintain accurate record on all education and outreach activities
- Initiate and develop relationships with other community agencies and groups
- Collaborate with staff and volunteers regarding events that require information tables

8/2013-5/2014 Bedford Commons OB/GYN Derry, NH
Scheduling Receptionist

- Greets patients and visitors in person in a prompt, courteous, and helpful manner
- Checks in-patients, verifies and updates demographic, insurance and other necessary information into electrical charts
- Schedules and maintains appointments through computerized scheduling program
- Handles patient and provider requests within the appropriate scope of practice
- Maintains patient confidentiality and follows HIPAA Guidelines

11/2010-7/2013 Planned Parenthood of the Heartland Omaha, NE
Lead Educator / Certified Medical Assistant / CMA (AAMA)

- Educate patients on family planning and birth control options, sexually transmitted infections
- Identify and check in patients for their appointments at the front desk
- Obtain vitals and chief complaints from patients prior to clinician entry
- Provide patients with inside and outside resources based on specific situations
- Dispense medication prescribed by clinician on site

06/2007-09/2010 Immanuel Women's Healthcare Omaha, NE
Certified Medical Assistant / CMA (AAMA)

- Performed direct patient care in a clinical setting
- Prepared and obtained proper medical information pertinent to patients' office visit
- Assisted providers with exams, procedures, treatments, and testing
- Provided patient education and lab results one on one or via telephone
- Maintained effective patient flow tactics to reduce patient wait times
- Created medical forms to improve documentation and look-up methods
- Attended monthly meetings as the Q12 Lead to promote employee engagement

03/2007-02/2010

Bergan Mercy Hospital

Omaha, NE

Phlebotomist I

- Performed venipuncture draws on in-patients and out-patients
- Properly identified patients via verbally and visually by hospital band
- Used adequate documentation tactics to avoid testing errors
- Maintained constant communication with staff via work phone or pager
- Practiced effective Code Blue methods to administer proper patient care in critical situations

08/2006-10/2006

SW Family Physician's Clinic

Omaha, NE

180 Hour Externship *Medical Assistant Student*

- Provided direct patient care in an adequate manner to maintain patient flow
- Prepared patients appropriately for the initial care to be received
- Assisted physicians with minor procedures and specimen collections
- Provided patient contact and prescription orders via the telephone
- Efficiently filed and pulled charts according to the office schedules

01/2006-10/2006

Hamilton College

Omaha, NE

Teacher's Aide / Financial Aid Assistant

- Created plans and exercises for AM and PM kindergarten classes in conjunction with teachers
- Organized games and events for the students
- Enforced Omaha Public Schools' regulations to enhance student safety
- Organized facilities file room in an efficient manner.
- Assisted Financial Aid Department in locating student files when needed
- Responsible for making copies, faxing, and organizing student records

06/2004-12/2005

Sitel Corporation

Omaha, NE

Customer Relations Associate/Lead

- Answered cardholders' questions and concerns
- Assisted cardholders with ways to increase credit score and keep credit in good standing
- Assisted cardholders with Online Account Services and Payments
- Assisted with the training of new Customer Relations Associates
- Used problem-solving techniques to keep cardholders satisfied

ELIZABETH ANN SANDERS, MD

Profile Board Certified in Family Medicine 1997. Solo owner of a successful Family Practice office 2001-current. User of Centricity EMR since 1995 and Allscripts PM since 2006. Dedicated physician with excellent clinical skills.

Employment

- 2/01-current **Sanders Family Medicine, PLLC**, Concord, NH; owner, solo Family Practice office. The office is one of only three independent primary care practices in the community, and has been fully electronic since inception. We are highly respected in the community for offering comprehensive, individualized, quality medical care.
- 6/97-1/01 **Family Physicians of Hopkinton**, Hopkinton, NH; small Family Practice group, hospital owned
- 3/94-5/95 **Antrim Girls Shelter**, Antrim, NH; adolescent gynecology and medicine
- 1/94-5/95 **Concord Feminist Health Center**, Concord, NH; office gynecology, colposcopy and LEEP; special interest in cervical dysplasia
- 4/94-5/95 **Planned Parenthood of Northern New England**, Bedford, NH; Gyn consultant, colposcopy clinics
- 1/92-8/93 **Dubai London Clinic**, Dubai, UAE; small multi-specialty group; general OB/Gyn, general adult medical care, some pediatrics
- 7/90-10/91 **Fargo Clinic**, Fargo, ND; large multi-specialty group, general OB/Gyn, special interest in cervical dysplasia, colposcopy and lower genital tract laser
- 7/89-5/90 **Clinical Associates**, Baltimore, MD; large multi-specialty group, general OB/Gyn work

Education

- 5/95-6/97 **Dartmouth Family Practice Residency, Concord, NH**
- 9/85-6/89 **State University of New York at Buffalo OB/Gyn Residency**, Buffalo, NY; Russell B. Van Coevering award for excellence in patient care
- 9/81-6/85 **University of Minnesota**, Minneapolis, MN, Doctor of Medicine; volunteer work in Uganda with Minnesota International Health Volunteers; volunteer work with Riverside People's Center. (free clinic)
- 9/80-6/81 **University of Minnesota**, Minneapolis, MN, graduate work in Genetics
- 8/76-6/80 **Stanford University**, Palo Alto, CA, BA English; varsity women's soccer; semester in Vienna, Austria; volunteer work with homeless Hemel Hempstead, England
- 9/63-6/76 **Breck School**, Minneapolis, MN, National Merit Scholar

References available upon request.

HIGHLIGHTS OF QUALIFICATIONS

Versatile, result oriented administrator with experience in developing and implementing programs, training, quality management, troubleshooting, negotiations, and people management skills.

- ◆ Experienced in working with diverse organizations and bringing them together to one table
- ◆ Demonstrated proficiency in managing simultaneous projects
- ◆ Vast experience in training and public speaking, including national level conferences
- ◆ Developed and implemented statewide policies and procedures pertaining to domestic violence, substance abuse, child abuse/neglect and sexual assault

PROFESSIONAL EXPERIENCE

Executive Director **2010 – present**
Concord Feminist Health Center, Concord, NH: CFHC is a non-profit medical facility focusing on reproductive health care and family planning. Responsible for overhauling entire \$800,000 program to tighten focus, streamline operations and foster an atmosphere of empowerment and accountability. Directly responsible for functions involving strategic planning and implementation; program development, implementation and coordination; fund-raising; marketing plan development.

Medical Case Management Consultant **2007 - 2010**
Aetna/Schaller Anderson Medical Administrators, Inc., Concord, NH: Facilitated the coordination, continuity, accessibility and appropriate utilization of services to secure quality healthcare while promoting cost effective outcomes and improve program/operational efficiency involving clinical issues to high risk Medicaid clients. Assisted with the development of policies and procedures related to care management. Identified and reported gaps in the medical and social service delivery system through data collection, tracking and analysis.

Consultant **2006 - 2007**
Concord, NH: Specializing in working with non-profits in the areas of Strategic Planning, Operations/Process Improvement, Change Management, Fund Development and Grant Writing.

Executive Director **2002 - 2005**
Community Services Council of New Hampshire, Concord, NH: Oversaw all operations of a non-profit social service agency with an annual budget of over 3.5 million dollars. Implemented and maintained comprehensive management policies and procedures to ensure sound financial, programmatic and administrative operations. Programs included: residential substance abuse treatment program; residential and day services for people with developmental disabilities; NH's Homeless Management Information System; a state-wide 24/7 information and referral service; Medicare advocacy programs.

Medicare Program Educator **2000 - 2002**
Northeast Health Care Quality Foundation, Dover, NH: Conducted over 150 seminars pertaining to Medicare and aging issues for consumers and professionals. Conducted consumer focus groups in three states related to preventive health care benefits, analyzed and interpreted data for Medicare and presented findings at national conferences. Developed Consumer and Professional Resource Guides and multiple health care brochures for New Hampshire, Maine and Vermont.

NH Department of Health and Human Services Program Specialist **1992 - 1999**
Long Term Care Program Specialist, Division of Elderly and Adult Services, Concord, NH: Designed and developed state-wide long term care initiatives for the elderly and adults with disabilities. Coordinated and facilitated state-wide and community-based public forums. Principle author of New Hampshire's State Plan on Aging: 1998-2000. Full project management and evaluation of numerous grants and programs.

Child Protection Program Specialist Division for Children, Youth and Families, Concord, NH:
 Developed and coordinated the implementation of all child protection policies for New Hampshire, integrating for the first time domestic violence and later Court Appointed Special Advocates with NH's child protection services policies and procedures. Provided technical assistance and training to child protection services staff, community agencies, and law enforcement.

Director 1986 - 1992

Victim Assistance Program, Office of the Strafford County Attorney, Dover, NH: Founded program to assist victims of violent crime through the criminal court process via intervention, a coordinated forensic interviewing process, providing information/support and referrals. Established the Sexual Assault Response Team for Strafford County. Collaborated in the development and implementation of state-wide multi-disciplinary approaches to adult sexual assault and child maltreatment. Testified on numerous Legislative Bills pertaining to sexual assault, domestic violence and child maltreatment. Member of several NH Legislative Study Committees.

Child Protective Service Worker 1982 - 1986

NH DHHS Division for Children, Youth and Families, Nashua and Rochester, NH: Investigated allegations of child maltreatment, specializing in sexual abuse. Conducted comprehensive assessments and evaluation of family dynamics to evaluate risks to child(ren). Collaborated with law enforcement in criminal investigations. New Hampshire Foster Parent Trainer.

Child Care Worker 1979 - 1981

Dover Children's Home, Dover, NH: Responsible for the care and social development of children, ages 7-18, in an intermediate level residential group home. Conducted weekly group sessions with adolescent girls. Developed and implemented a teen independent living program.

EDUCATION

- ◆ Master of Social Work: Administration/Community Organization, 1999, University of NH, Durham, NH
- ◆ Bachelor of Arts: Dual Major: Social Work/Psychology, 1979, University of NH, Durham, NH

PROFESSIONAL DEVELOPMENT COURSEWORK

Strategic Organizational Learning, HIPAA Overview, Writing in Plain Language, Total Quality Management - Train the Trainers, Dual Diagnosis and Treatment, Disease Management and Substance Abuse, Domestic & Sexual Violence Volunteer Training, Medicare Health Insurance Counseling, Education and Assistance Services (HICEAS) Volunteer Training, Court Appointed Special Advocate (CASA) Volunteer Training, Microsoft Office, PageMaker

PROFESSIONAL ORGANIZATIONS

- ◆ National Association of Social Workers 1995 - present
- ◆ New Hampshire Elder Rights Coalition 2001 - 2005
- ◆ New Hampshire Attorney General's Task Force on Child Abuse and Neglect 1989 - 1999
- ◆ New Hampshire Governor's Commission on Domestic Violence 1996 - 1998
- ◆ Northern NE Professional Society on the Abuse of Children, *Board of Directors* 1992 - 1995
- ◆ Sexual Assault Support Services, *Board of Directors* 1988 - 1992

AWARDS

- ◆ "Outstanding Commitment to Improving the Lives of Children", 1997, awarded by the New Hampshire Court Appointed Special Advocates (CASA).
- ◆ "Outstanding Dedication and Service", 1994, awarded by the New Hampshire Attorney General's Task Force on Child Abuse and Neglect.

CONTRACTOR NAME
 Concord Feminist Health Center
Key Personnel
 2015-2016

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lakayla Harris	Outreach Coordinator	35,360.00	80.00 %	28,288.00
Sue Gingrich	APRN	49,940.00	37.48 %	18,720.00
Various	Health Care Educator	29,120.00	20.00 %	5,824.00
Lisa Hall	Medical Services Coordinator	41,600.00	4.19 %	1,742.14
Various	Administrative	157,489.80	0.00 %	-0-

CONTRACTOR NAME
Concord Feminist Health Center
Key Personnel
2016-2017

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lakayla Harris	Outreach Coordinator	36,400.00	80.00 %	29,120.00
Sue Gingrich	APRN	50,544.00	37.50 %	18,954.00
Lisa Hall	Medical Services Coordinator	42,640.00	10.00 %	4,264.00
Various	Health Care Educator	30,160.00	20.00 %	6,032.00
Various	Administration	160,024.80	1.83 %	2,926.56

Subject: Family Planning

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-6504	
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 05-95-45-450010-6146 05-95-90-902010-5330	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$134,200
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature <i>Linda Griebisch</i>		1.12 Name and Title of Contractor Signatory LINDA GRIEBSCH, EXEC. DIR.	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>6/30/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		<i>Mary K. Tobiasen</i>	
1.13.2 Name and Title of Notary or Justice of the Peace		<div style="border: 2px solid black; padding: 5px; text-align: center;"> MARY K TOBIASSEN Notary Public-New Hampshire My Commission Expires October 16, 2018 </div>	
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Brook Dupre / Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>7/28/2015</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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials: LD
Date: 06/30/2015

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 consent of the N.H. Department of Administrative Services. 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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>).

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:
 - 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.



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.

LL

06/30/2015

Exhibit B-2

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: Joan G. Lovering Health Center

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

Budget Period: 7/1/2016-7/1/2017

1. Total Salary/Wages	\$	43,672.00	\$	-	\$	43,672.00	\$	-	\$	-	\$	43,672.00	\$	-	\$	43,672.00
2. Employee Benefits	\$	4,367.00	\$	-	\$	4,367.00	\$	-	\$	-	\$	4,367.00	\$	-	\$	4,367.00
3. Consultants	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
4. Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	2,790.00	\$	-	\$	2,790.00	\$	-	\$	-	\$	2,790.00	\$	-	\$	2,790.00
Medical	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6. Travel	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7. Occupancy	\$	-	\$	5,771.00	\$	5,771.00	\$	-	\$	-	\$	5,771.00	\$	-	\$	5,771.00
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Telephone	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Postage	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
9. Software	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	8,000.00	\$	-	\$	8,000.00	\$	-	\$	-	\$	8,000.00	\$	-	\$	8,000.00
11. Staff Education and Training	\$	2,500.00	\$	-	\$	2,500.00	\$	-	\$	-	\$	2,500.00	\$	-	\$	2,500.00
12. Subcontract/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TOTAL	\$	61,329.00	\$	6,771.00	\$	67,100.00	\$	-	\$	-	\$	61,329.00	\$	6,771.00	\$	67,100.00

Indirect As A Percent of Direct

9.4%

Contractor Initials: *SLH*
Date: *06/10/2015*



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;

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- 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.

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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 insurance 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 \$1,000,000; and
4. The Division reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

06/30/2015
Date

Linda Griebisch
Name: LINDA GRIEBISCH
Title: EXEC. DIR.



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:

06/30/2015
Date


Name: LINDA GRIEBISCH
Title: Exec. Dir.



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

06/30/2015
Date

Linda Griebisch
Name: LINDA GRIEBISCH
Title: Exec. Dir.



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

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

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

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

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

Exhibit G

Contractor Initials 

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

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:

06/30/2015
Date

Linda Griebisch
Name: LINDA GRIEBISCH
Title: Exec. Dir.

Exhibit G

Contractor Initials LG

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:

06/30/2015
Date



Name: LINDA GRIEBISCH
Title: Exec. Dir.



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

[Handwritten Signature]



Exhibit I

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

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

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

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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.

NH DHH
The State

[Signature]
Signature of Authorized Representative

Brook Dupre
Name of Authorized Representative

Bureau Chief
Title of Authorized Representative

7/28/15
Date

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

06/30/2015
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:

06/30/2015
Date

Linda Griebisch
Name: LINDA GRIEBISCH
Title: Exec. Dir.



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

CERTIFICATE OF VOTE

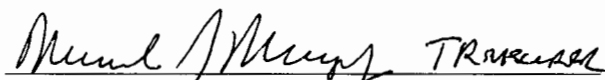
The Board of the Joan G. Lovering Health Center

I, Michael Murphy, Treasurer, do hereby certify that:

1. I am a duly elected Officer of the Feminist Health Center of Portsmouth d/b/a Joan G. Lovering Health Center, the Agency.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 06/26/2015:

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 30 day of JUNE, 2015.
4. Linda Griebisch is the duly elected Executive Director of the Agency.

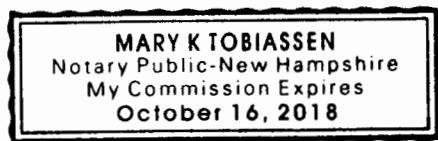

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 30th day of June, 2015, by Michael Murphy.


(Notary Public/Justice of the Peace)



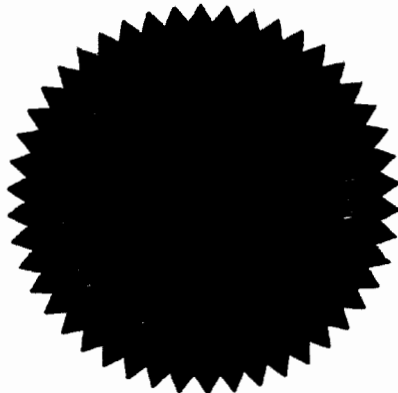
Commission Expires: _____

(NOTARY SEAL)

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". The signature is written in a cursive, flowing style.

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2015

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 Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611		FAX (A/C, No): 603-225-7935
	E-MAIL ADDRESS:		
INSURED Feminist Health Center of Portsmouth, Inc. dba Joan G. Lovering Health Center PO Box 456 Greenland, NH 03840	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : NHMMJUA (see remarks)		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

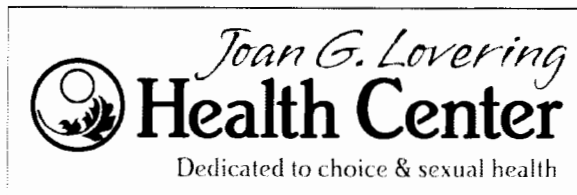
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			NHJUA11880	01/10/2015	01/10/2016	EACH OCCURRENCE		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$3,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$50,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$1,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							GENERAL AGGREGATE	\$1,000,000
	AUTOMOBILE LIABILITY							PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> ANY AUTO								\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR							BODILY INJURY (Per accident)	\$
<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE				PROPERTY DAMAGE (Per accident)	\$				
DED <input type="checkbox"/> RETENTION \$					\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				OTHER		
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT		
							E.L. DISEASE - EA EMPLOYEE		
							E.L. DISEASE - POLICY LIMIT		
A	Medical Malpractice			NHJUA11880	01/10/2015	01/10/2016	\$1,000,000 Each Medical Incident \$3,000,000 Aggregate		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Insurance Company Full Name: New Hampshire Medical Malpractice Joint Underwriting Association

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street 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 
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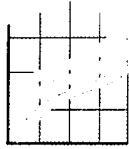


JOAN G. LOVERING HEALTH CENTER

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, 2013



Murphy, Powers & Wilson

Certified Public Accountants, P.C.

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

Thomas J. Bridge, CPA (Retired)

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

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

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

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

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

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

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

Hampton, New Hampshire
May 3, 2014

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

ASSETS

CURRENT ASSETS

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

PROPERTY AND EQUIPMENT, NET

141,626

OTHER ASSETS

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

TOTAL ASSETS

\$243,258

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

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

LONG-TERM LIABILITIES

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

NET ASSETS

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

TOTAL LIABILITIES AND NET ASSETS

\$243,258

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

Statement of Activities
As at December 31, 2013

SUPPORT AND REVENUE	
Services provided	\$290,075
Medical supplies	18,025
Grants	70,791
Donations	25,402
Fundraising	39,371
Interest income	<u>21</u>
Total support and revenue	<u>443,685</u>
EXPENSES	
Program expenses	
Salaries and wages	253,821
Physician fees	24,425
Clinical services	18,940
Payroll taxes	19,985
Depreciation	12,486
Utilities	9,955
Repairs and maintenance	7,557
Telephone	2,371
Office supplies and postage	5,581
Medical supplies	29,108
Contraceptive supplies	2,620
Insurance	18,729
Legal	2,261
Bookkeeping fees	4,186
Consult	3,525
Employee benefits	19,931
Advertising	4,458
Auxiliary services	12,301
Development	2,857
Credit card fees	2,982
Memberships	1,188
Printing	55
Interest expense	8,128
Lab expense	9,783
Pharmacy	338
Dues and subscriptions	532
Equipment rental	2,343
Fundraising	19,539
Regulatory fees	2,916
Outreach van	5,041
Bank charges	233
Bad debts and insurance allowances	21,808
Miscellaneous	<u>-669</u>
Total expenses	<u>529,404</u>
Operating loss	-85,719
Other Income and Expense	
Capital Campaign Funding	66,368
Insurance claim	21,907
NH MMJUA Settlement	71,818
Capital Campaign expense	<u>-684</u>
Total Other Income and Expense	<u>159,409</u>
Change in net assets	<u>73,690</u>
NET ASSETS, BEGINNING OF YEAR	<u>-2,749</u>
NET ASSETS, END OF YEAR	<u>\$ 70,941</u>

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

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

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Activities

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

Income Taxes

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

Feminist Health Center of Portsmouth, Inc. has adopted provisions of the Financial Accounting Board of Accounting Standards Codification (ASC) Top 740-10. The Organization's policy is to evaluate all tax positions on an annual basis in conjunction with the filing of the annual return of organization exempt from income tax. Interest and penalties assessed by income taxing authorities are included in administrative expense. For 2013, there were no penalties or interest assessed or paid. The Organization files informational returns in the U.S. federal and state jurisdictions. The Organization's federal and state informational returns for 2011, 2012 and 2013 are subject to examination by the IRS and state taxing authorities, generally for three years after they were filed.

Method of Accounting and Revenue Recognition

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

Contributed Services

During the year ended December 31, 2013, the value of contributed services meeting the requirements for recognition in the financial statements was not material and has not been recorded. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Organization at the facility, but these services do not meet the criteria for recognition as contributed services.

Estimates

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

Property and Equipment

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

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

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

Notes to Financial Statements

December 31, 2013

Continued

NOTE 1 continued

Maintenance and repairs which do not improve or extend the life of the assets are charged to expense as incurred; major renewals and betterments are capitalized. The Organization's depreciation expense was \$12,486.

Financial Statement Presentation

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

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

Temporarily restricted net assets include gifts and grants for which donor or grantor imposed restrictions have not yet been met. Assets are released from restrictions as expenditures are made in line with the restrictions called for under the terms of the contribution or grant. The Organization had \$68,118 in temporarily restricted net assets from the Capital Campaign.

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

Cash and Cash Equivalents

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

Accounts Receivable

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

NOTE 2 PROPERTY AND EQUIPMENT

Property and equipment schedule is as follows:

Land and improvements	\$ 45,480
Building	161,422
Building improvements	216,807
Medical equipment	62,051
Office equipment	23,764
Furniture and fixtures	12,546
New building addition	<u>7,520</u>
	529,590
Less Accumulated depreciation	<u>387,964</u>
	<u>\$141,626</u>

NOTE 3 MORTGAGE PAYABLE

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

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

NOTE 4 LINE OF CREDIT

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

NOTE 5 NOTE PAYABLE, OTHER

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

NOTE 6 INTEREST EXPENSE

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

NOTE 7 EVALUATION OF SUBSEQUENT EVENTS

Feminist Health Center of Portsmouth, Inc. has evaluated all subsequent events through May 5, 2014, the date the financial statements were available to be issued, and determined that any subsequent events that require recognition or disclosure were considered in the preparation of the financial statements.



Board of Directors
04/30/2015
Feminist Health Center of Portsmouth, Inc.
d/b/a Joan G. Lovering Health Center

Dawn Zitney, Chair
Michael Murphy, Treasurer
Diane Knight, Secretary

Caitlin Delaney
Christopher Duffy
Duncan Edgar
Jennifer Pexton
Erika Place
Alexandra Rourke
Jennifer Schwartz
Nancy Starks-Cheney

Linda Griebusch

Job Chronology:

Sept 2006-Present Executive Director - Joan G. Lovering Health Center

Dec 1997- Aug 2006 Public Policy Director – NHCADSV

Jan 1996 – Dec 1997 Legislative Consultant – NHCADSV

June 1991 – Dec. 1997 Financial Director - A Safe Place

Jan 1990-Dec 1992 NH State legislator, Dist. 24

July-Nov. 1990 Campaign Organizer - Jeanne Shaheen for Senate

Apr. 1989 – June 1991 Director - Somersworth Children's Festival

1988-1990 Development & Fundraising - Feminist Health Center of Portsmouth

1986 and 1988 Seacoast Organizer - McEachern for Governor,

1980-1985 Director - Feminist Health Centers of NH

1978-1980 Director - Southern Women's Health Collective

1977-1979 Public Relations, Community Promotions - Gynecare

1973-1977 Director, Family Planning - Charles Circle Clinic

Resume 2015

Experience:

- Reproductive Health Care – 24 years total

Joan G. Lovering Health Center – Executive Director

All the duties involving responsibility for running a facility that delivers high quality healthcare, including managing a half million dollar capital campaign

Reproductive Rights Coalition – Member - testified on legislation on healthcare issues

NARAL Pro-Choice NH – Chair of Choice Chocolate, 2 years and co-chair for one year

Southern Women's Health Collective – Director, set up 501 © 3 status, including articles of incorporation, by laws etc., did feasibility study, raised funds from local benefactors

Gynecare – Director of Marketing, did a needs assessment, researched demographics, doubled patient volume in 2 years

Charles Circle Clinic – Director of Family Planning, managed all aspects of the program, including supervising medical and non-clinical staff, spokesperson to the media

- Domestic & Sexual Violence – 22 years

New Hampshire Coalition Against Domestic and Sexual Violence – Public Policy Director, coordinated the development and passage of the model code legislation for domestic violence that was used as a template for many other states, also guided the legislature through passing stalking laws and sexual offender laws, participated on the Rural Health Care initiative, which trained medical professionals to respond and treat injuries related to domestic violence

A Safe Place , Financial Director – fundraising, grant writing, payroll, over saw audits, developed money management standards and policies

Women's Resource Center (now SASS) – Board Chair, fundraising, developed organizational structure, vision planning, stabilized budget, worked as a team member developing programs such as the Incest and Child sexual Abuse curriculum and got a grant to fund it.

Skill Sets:

Public speaking
Presentations/workshops
Supervision of medical staff
Management of finances and budgets
Organizational Development
Program management
Grant writing
Funds management
Networking
Media, Community Relations
Full Charge Bookkeeper
Computer Literate

Additional Information:

New Hampshire Guardian ad Litem Board , Chair – 2001 to 2008

Recipient of the Porch Light Award 2005

Recipient of the Marilla Ricker Award 2004

Speaker at:

NH Judicial Training on Domestic Violence

International Supervised Visitation Network Conference

National Health Initiative Legal Issues for Health Care Providers

And many more.

References available upon request

Victoria Bauer Nast, BSN, ARNP, PA-C
November 2014

EMPLOYMENT EXPERIENCE

- 9/81 – present** Nurse Practitioner in a complete reproductive health care clinic, the Joan G. Lovering Health Center of Greenland, NH
- 5/81 - 9/81** Practiced as associate to Dr. John Mulvihill in internal medicine. Work included both inpatient and outpatient care
- 4/81 - 5/81** Worked with board certified cardiologist Dr. Lawrence Petrovich seeing and evaluating patients with cardiovascular diseases
- 3/77 - 12/79** Charge nurse in a 5 bed Emergency Room and 5 bed ICU at York Hospital York, Maine
- 8/76 - 6/77** Charge nurse in a 12 bed Emergency Room and 12 bed ICU at Onslow Memorial Hospital Jacksonville, North Carolina
- 2/76 - 6/76** Charge nurse in a 7 bed Emergency Room Valley Community Hospital Brownsville, Texas
- 9/75 - 2/76** Traveled. Volunteer in clinics in Mexico. Palenque, Mexico Tulum, Yucatan Peninsula
- 3/75 - 9/75** Charge nurse in a 7 bed Emergency Room at Henry Heywood Hospital Gardner, Massachusetts
- 9/74 - 3/75** Assistant Head Nurse in a Surgical ICU Massachusetts General Hospital Cambridge, Massachusetts
- 6/74 - 9/74** Staff nurse Med-Surg Cancer Unit Salem Hospital Salem, Massachusetts

EDUCATION

- 1981** National Physician's Assistant Certification - Northeastern University - Boston, MA.
- 1979 - 1980** Family Nurse Practitioner Program with 12 mos. clinical experience and 6 months didactic Portland, Maine
- 1970 - 1974** B.S. in Nursing, Fitchburg State College Fitchburg, Massachusetts

OTHER

IV Therapy - Gardner, Massachusetts
Coronary Care Nursing - Gardner, Massachusetts
Trauma Workshop - Waterville, Maine
Advanced Cardiac Life Support - Jacksonville, N.C.
Current CPR certification - York, Maine
Skilled in trans-vaginal and abdominal ultrasound for gestational dating.

PERSONAL

Health: Excellent
Marital Status: married, two children
Residence: York, Maine
Languages: Fluent in Polish, Russian, Czechoslovakian

References available upon request

Amplified Resume

Victoria Bauer Nast, BSN, ARNP, PA-C

Sept. 1981 - present

Primary health care provider, specializing in delivering complete reproductive health care through the use of bio-identicals, glandulars, herbal and homeopathic modalities. This includes complete history and physicals, treatment of all sexually transmitted diseases, counseling and post abortion/miscarriage follow up. Providing medical abortion services. Proficient in trans-vaginal and abdominal ultrasound for gestational dating.

Sept. 1981 - 1995

Functioning as per diem N.P. for Dover Family Planning clinic, Rochester Family Planning Clinic and Concord Feminist Health Center. Per diem for Planned Parenthood, Portsmouth.

May 1981 - Sept. 1981

Worked as an associate to Dr. Mulvihill in internal medicine. Work included office practice, admission H&P's with hospital care of inpatients, daily hospital rounds, and nursing home patient care.

Apr. 1981 - May 1981

Worked with Dr. Petrovich in cardiovascular medicine primarily doing histories and physicals in an office setting.

Aug. 1979 - Dec. 1980

FNP Program, University of Southern Maine.

Clinical field experience included:

Family Planning - Sanford, Maine

Birth control counseling, pap smears, treating gynecologic diseases (i.e. venereal warts, gonorrhea, herpes, etc.)

Pediatrics - Dr. Gorin, Sanford, Maine

Care of well babies, common illnesses of newborns, infants, toddlers, and preschool children.

Pediatrics - Dr. Gerald Shattuck, Portsmouth, N.H.

Care of well babies, newborns, infants, toddlers, preschoolers, adolescents, and parental counseling.

ENT -Dr. Maxwell, Portland, Maine

Medical and surgical problems of ENT.

Dermatology - Dr. Joel Sabeau, Portland, Maine

Treatment of common skin afflictions (i.e. scabies, acne, eczema, psoriasis etc.)

Emergency Room - Maine Medical Center

Minor trauma, orthopedics, and medical care.

Outpatient Clinic - Maine Medical Center
Primary care of adults and adolescents.

Cardiology - Dr. Lawrence Petrovich, York, Maine.
Recognition and treatment of heart disease. Observation of pacemaker implants, and various diagnostic procedures (i.e. treadmills, echocardiograms, swan- ganz catheters, and holter monitors.)

General Practice Preceptor- Dr. William Gilbert, Kittery, Maine.
Primary and follow up care of children, adolescents, adults, and elderly.

Mar. 1977 - Dec. 1979

York Hospital York, Maine

Charge nurse and often sole nurse in a 5 bed E.R. dealing with trauma, and many outpatient procedures (i.e. Vasectomies, minor surgery, and orthopedics.) Also included rotating to ICU. Attended trauma workshops, gave In-Service presentations, and was assistant chairman of nurses staff meetings.

Aug. 1976 - Mar. 1977

Onslow Memorial Hospital Jacksonville, North Carolina

Charge nurse of a 12 bed E.R. dealing with primarily major trauma. Also included rotating to ICU.

Feb. 1976 - June 1976

Valley Community Hospital Brownsville, Texas

Sole nurse in a 7 bed E.R., dealing with tropical diseases and environmental hazards. (i.e. snake bites, men of war, and tuberculosis.)

Sept. 1975 - Feb. 1976

Traveled in southern Mexico.

Volunteered in clinics of Yucatan Peninsula, Palenque, Mexico, and Tulum. Observation of herbalists and Indian culture.

Mar. 1975 - Sept. 1975

Henry Heywood Hospital Gardner, Massachusetts

Charge nurse in a 7 bed E.R. Routine emergency care. Attended workshops in trauma care, IV therapy, and cardiac arrhythmias.

Sept. 1974 - Mar. 1975

Massachusetts General Hospital Cambridge, Massachusetts Assistant Head Nurse on a combination plastic surgery and ICU floor. Attended workshops in management.

June 1974 - Sept. 1974

Salem Hospital Salem, Massachusetts

Staff nurse on a 22 bed Med-Surg cancer unit.

Ursula M Copenheaver RN

Education

Bachelor's of Science in Nursing
University of Southern Maine, May 2011
GPA 3.7/4.0

Bachelor's of Art, Art History
State University of New York, Plattsburgh, May 1999

Experience

The Cedars Senior Living Community
September 12 2011 - August 2013

- Sole day-shift nurse for 24 resident long-term care unit
- Primary liason between residents and medical team
- Participate in interdisciplinary teams including physical/occupational therapy, care coordination and therapeutic recreation to create personalized care plans for each resident

- Provide nursing care, medication administration, comfort measures, ADL's, companionship for a geriatric population
- Develop and integrate therapeutic communication skills for residents with Alzheimer's and dementia
- Recognize, respond and resolve acute situations as they occur
- Work closely with hospice nurses and aides to provide end-of-life care
- Constant communication with family members/POA's about resident's well-being
- Experience with diabetes, wound/ostomy care, IV antibiotic therapy, feeding tubes, medication management
- Manage and supervise CNA's assigned to the unit

154-hour precepted practicum at Gibson Oncology Pavilion, Maine Medical Center
2011

Other Work Experience:

Planned Parenthood-Reproductive Health Assistant, Chicago IL 2004-2008

- Provided one-on-one patient education on gynecological health, birth control methods, sexually transmitted infections, medications and treatments, healthy sexuality
- Worked as assistant with medical doctors and nurse practitioners to facilitate patient care involving abnormal lab results, HPV, cervical health, extensive follow-up care plans, assistance during colposcopies and LEEP procedures
- Advocated for and educated women on reproductive rights, pregnancy options and abortion procedures
- Performed gestational ultrasound, phlebotomy, intramuscular injections, sensitive lab tests

CVS Pharmacy-Pharmacy Technician, Cape Cod MA 2002-2004

- Gathered patient information, electronically input prescription data, prepared medications
- Communicated with insurance companies, advocated for patient needs
- Addressed patient concerns and medication questions
- Previous pharmacy technician experience: 1995-1997, 1990-1991

Honors and Certificates

- Sigma Theta Tau International, Nursing Society
- Golden Key Honor Society
- CPR/AED for the Professional Rescuer and Healthcare Provider

Joan G. Lovering Health Center

Job Description

Outreach and Intake Health Worker

The position is a core staff position responsible for overseeing outreach and community awareness. The Outreach and Intake Health Worker will work toward our goal of more community visibility and will seek to reach out to underserved populations and specifically target populations for the Family Planning Services Program.

Duties and Responsibilities:

Maintenance of educational materials and supplies, particularly related to family planning services, including contraception and pre-conception information

Develop materials on reproductive life plans

Develop community education program on JGLHC services

Arrange for outreach for all services and programs of JGLHC

Contact schools and community agencies about presentations

Oversee media for outreach or media opportunities for JGLHC

Accept and seek out speaking engagements

Work with interns on outreach projects

Will intake patients as they come for appointments, helping them with required paperwork

Will make patient appointments for clinic services

Will attend Core staff meetings and full staff meetings

Skills, Talents and Abilities Required:

BS or BA in Social Work or 3 to 5 years related experience in women's health care or outreach program

Competence with word processing, excel, and mailing lists

Good communication skills, both written and oral

Strong belief in patients' rights and patient participation in their own healthcare

Basic knowledge of contraceptive methods, including natural and abstinence

Must be available for evenings and weekends

Core staff duties:

All appropriate Health-worker responsibilities

Core staff meetings

Regular meetings with the executive director

Health Center ownership responsibilities

Joan G. Lovering Health Center
2015-2016

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Linda Griebisch	Executive Director	\$65,520	5%	3,276
Vicky Nast, APRN	Medical Provider	\$ 36,000	22%	8,000
Ursula Copenheaver	Nurse/Lab	\$ 48,880	20%	9,776
To be Hired	Intake/Outreach	\$ 30,160	75%	22,620

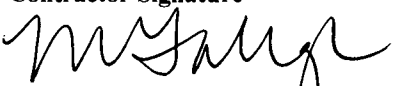
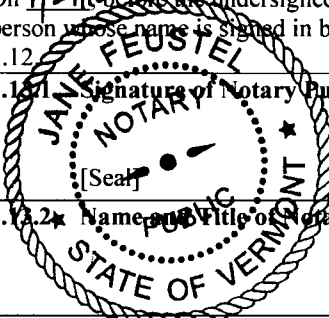

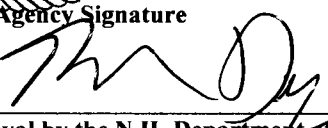
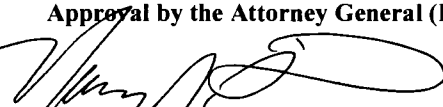
Subject: Family Planning

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-6504	
1.3 Contractor Name Planned Parenthood of Northern New England, Claremont		1.4 Contractor Address 128 Lakeside Avenue, Suite 301 Burlington, VT 05401	
1.5 Contractor Phone Number 802-448-9757	1.6 Account Number 05-95-90-902010-5330	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$253,900
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 Meagan Gallagher, President/CEO	
1.13 Acknowledgement: State of <u>VT</u> , County of <u>Chittenden</u> On <u>7/24/15</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  			
1.13.2 Name and Title of Notary or Justice of the Peace Jane Feustel, notary, exp. 2/10/19			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Burak Dupre / Burm CH	
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>7/28/2015</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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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 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 a referral to 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>).

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 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:
 - 4.3.1 The percentage of clients served under 100% Federal Poverty Level.



Exhibit A

- 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.

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-02
(Name of RFP)

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

Use Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 964,480.00	\$ 28,443.00	\$ 992,923.00	\$ 908,875.00	\$ 28,443.00	\$ 937,318.00	\$ 55,605.00	\$ -	\$ 55,605.00	
2. Employee Benefits	\$ 216,623.00	\$ 6,388.00	\$ 223,011.00	\$ 204,134.00	\$ 6,388.00	\$ 210,522.00	\$ 12,489.00	\$ -	\$ 12,489.00	
3. Consultants	\$ 3,176.00	\$ -	\$ 3,176.00	\$ 2,998.00	\$ -	\$ 2,998.00	\$ 178.00	\$ -	\$ 178.00	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ 2,536.00	\$ 1,614.00	\$ 4,150.00	\$ 2,304.00	\$ 1,614.00	\$ 3,918.00	\$ 232.00	\$ -	\$ 232.00	
Repair and Maintenance	\$ 4,852.00	\$ 5,613.00	\$ 10,465.00	\$ 4,266.00	\$ 5,613.00	\$ 9,879.00	\$ 586.00	\$ -	\$ 586.00	
Purchase/Depreciation	\$ 7,801.00	\$ 4,982.00	\$ 12,783.00	\$ 7,179.00	\$ 4,982.00	\$ 12,171.00	\$ 722.00	\$ -	\$ 722.00	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ 1,095.00	\$ 11.00	\$ 1,106.00	\$ 948.00	\$ 11.00	\$ 959.00	\$ 57.00	\$ -	\$ 57.00	
Lab	\$ 71,282.00	\$ -	\$ 71,282.00	\$ 67,300.00	\$ -	\$ 67,300.00	\$ 3,982.00	\$ -	\$ 3,982.00	
Pharmacy	\$ 346,560.00	\$ -	\$ 346,560.00	\$ 324,755.00	\$ -	\$ 324,755.00	\$ 21,805.00	\$ -	\$ 21,805.00	
Medical	\$ 45,811.00	\$ -	\$ 45,811.00	\$ 43,246.00	\$ -	\$ 43,246.00	\$ 2,565.00	\$ -	\$ 2,565.00	
Office	\$ 20,740.00	\$ 3,474.00	\$ 24,214.00	\$ 19,384.00	\$ 3,474.00	\$ 22,858.00	\$ 1,356.00	\$ -	\$ 1,356.00	
6. Travel	\$ 40,858.00	\$ 5,569.00	\$ 46,427.00	\$ 38,258.00	\$ 5,569.00	\$ 43,827.00	\$ 2,600.00	\$ -	\$ 2,600.00	
7. Occupancy	\$ 209,387.00	\$ 24,648.00	\$ 234,035.00	\$ 196,281.00	\$ 24,648.00	\$ 220,930.00	\$ 13,106.00	\$ -	\$ 13,106.00	
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 71,224.00	\$ 4,764.00	\$ 75,988.00	\$ 66,868.00	\$ 4,764.00	\$ 71,733.00	\$ 4,255.00	\$ -	\$ 4,255.00	
Postage	\$ 9,309.00	\$ 804.00	\$ 10,113.00	\$ 8,743.00	\$ 804.00	\$ 9,547.00	\$ 566.00	\$ -	\$ 566.00	
Subscriptions	\$ 14,256.00	\$ 27,878.00	\$ 42,134.00	\$ 13,391.00	\$ 27,878.00	\$ 41,369.00	\$ 865.00	\$ -	\$ 865.00	
Audit and Legal	\$ -	\$ 16,341.00	\$ 16,341.00	\$ -	\$ 16,341.00	\$ 16,341.00	\$ -	\$ -	\$ -	
Insurance	\$ 8,865.00	\$ -	\$ 8,865.00	\$ 8,463.00	\$ -	\$ 8,463.00	\$ 502.00	\$ -	\$ 502.00	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ 21,152.00	\$ 5,360.00	\$ 26,512.00	\$ 19,867.00	\$ 5,360.00	\$ 25,227.00	\$ 1,485.00	\$ -	\$ 1,485.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 9,862.00	\$ 1,426.00	\$ 11,288.00	\$ 9,228.00	\$ 1,426.00	\$ 10,655.00	\$ 633.00	\$ -	\$ 633.00	
13. Other (Specify details in narrative)	\$ 52,123.00	\$ 7,349.00	\$ 59,472.00	\$ 48,782.00	\$ 7,349.00	\$ 56,141.00	\$ 3,331.00	\$ -	\$ 3,331.00	
TOTAL	\$ 2,122,132.00	\$ 144,775.00	\$ 2,266,907.00	\$ 1,995,182.00	\$ 144,775.00	\$ 2,139,957.00	\$ 126,950.00	\$ -	\$ 126,950.00	

6.8%

0.0%

Indirect As A Percent of Direct

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-02
(Name of RFP)

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

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1. Total Salary/Wages	\$ 991,746.25	\$ 29,986.29	\$ 936,141.25	\$ 29,986.29	\$ 965,437.54	\$ -	\$ 55,605.00
2. Employee Benefits	\$ 222,747.02	\$ 6,578.64	\$ 210,258.02	\$ 6,578.64	\$ 216,837.66	\$ -	\$ 12,489.00
3. Consultants	\$ 3,325.80	\$ -	\$ 3,325.80	\$ -	\$ 3,325.80	\$ -	\$ 178.00
4. Equipment	\$ 2,651.20	\$ 1,694.70	\$ 4,345.90	\$ 1,694.70	\$ 4,113.80	\$ 232.00	\$ 232.00
Repair and Maintenance	\$ 5,065.30	\$ 5,893.65	\$ 4,479.30	\$ 5,893.65	\$ 10,372.95	\$ 586.00	\$ 586.00
Purchase/Depreciation	\$ 6,259.95	\$ 5,241.60	\$ 7,537.95	\$ 5,241.60	\$ 12,779.55	\$ 722.00	\$ 722.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,052.40	\$ 11.55	\$ 1,063.95	\$ 11.55	\$ 1,063.95	\$ 57.00	\$ 57.00
Lab	\$ 74,657.00	\$ -	\$ 74,657.00	\$ -	\$ 74,657.00	\$ -	\$ 3,992.00
Pharmacy	\$ 362,817.75	\$ -	\$ 362,817.75	\$ -	\$ 362,817.75	\$ -	\$ 21,825.00
Medical	\$ 47,873.30	\$ -	\$ 47,873.30	\$ -	\$ 47,873.30	\$ -	\$ 2,565.00
Office	\$ 21,709.20	\$ 3,647.70	\$ 25,356.90	\$ 3,647.70	\$ 24,000.90	\$ 1,356.00	\$ 1,356.00
6. Travel	\$ 42,770.80	\$ 5,847.45	\$ 48,618.35	\$ 5,847.45	\$ 46,018.35	\$ 2,600.00	\$ 2,600.00
7. Occupancy	\$ 219,201.05	\$ 25,881.45	\$ 206,095.05	\$ 25,881.45	\$ 231,976.50	\$ -	\$ 13,106.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 74,572.45	\$ 5,002.20	\$ 70,317.45	\$ 5,002.20	\$ 75,319.65	\$ -	\$ 4,265.00
Postage	\$ 9,746.15	\$ 844.20	\$ 9,180.15	\$ 844.20	\$ 10,024.35	\$ -	\$ 566.00
Subscriptions	\$ 14,825.55	\$ 29,376.80	\$ 14,080.55	\$ 29,376.80	\$ 43,457.45	\$ 865.00	\$ 865.00
Audit and Legal	\$ 9,388.15	\$ 17,158.05	\$ 8,886.15	\$ 17,158.05	\$ 26,044.20	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 22,135.35	\$ 5,628.00	\$ 20,650.35	\$ 5,628.00	\$ 26,278.35	\$ 1,485.00	\$ 1,485.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify details in tabularity)	\$ 10,323.45	\$ 1,497.30	\$ 9,690.45	\$ 1,497.30	\$ 11,187.75	\$ 633.00	\$ 633.00
TOTAL	\$ 2,199,630.92	\$ 151,317.13	\$ 2,072,680.92	\$ 151,317.13	\$ 2,223,998.05	\$ -	\$ 128,950.00

6.9%

0.0%

Contractors Initials: MS
Date: 7/27/16



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 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 insurance 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 \$1,000,000; and
4. The Division reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



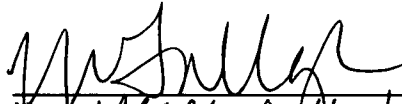
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name:

7/24/15
Date


Name: Meagan Gallagher
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

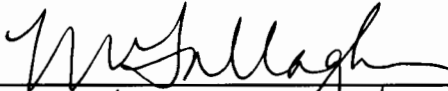
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:

7/24/15
Date


Name: Meagan Gallagher
Title: President/CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS


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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

7/24/15
Date


Name: Meagan O'Donoghue
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

WJ

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

Date *7/24/15*

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:

7/24/15
Date

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

Exhibit G

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

Contractor Initials *mg*

Date 7/24/15



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:

7/24/15
Date

Meagan Gallagher
Name: Meagan Gallagher
Title: President KEO

Contractor Initials mg
Date 7/24/15



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

mg

7/24/15



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.

NH DHS
 The State
[Signature]
 Signature of Authorized Representative
Brook Dupce
 Name of Authorized Representative
Brook Dupce
 Title of Authorized Representative
[Signature]
 Date

Planned Parenthood of Northern New England
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Meagan Gallagher
 Name of Authorized Representative
President / CEO
 Title of Authorized Representative
7/24/15
 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:

7/24/15
Date

Meaghan Gallagher
Name: Meaghan Gallagher
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit J



Keene 95-992-4218
Exeter 84-858-2115
Claremont 85-964-9154
Derry 88-480-5359

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

NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

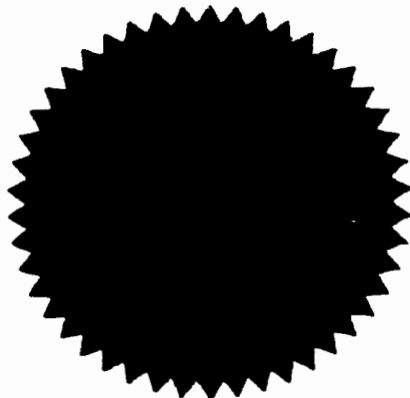
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor Initials hgy
Date 7/29/15

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 7th day of May, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Planned Parenthood of Northern New England.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on March 7, 2015:
(Date)

RESOLVED: That the CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 24th day of July, 2015.
(Date Contract Signed)

4. Meagan Gallagher is the duly elected CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



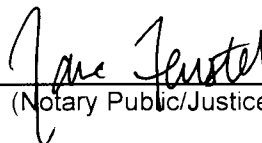
(Signature of the Elected Officer)

STATE OF VERMONT

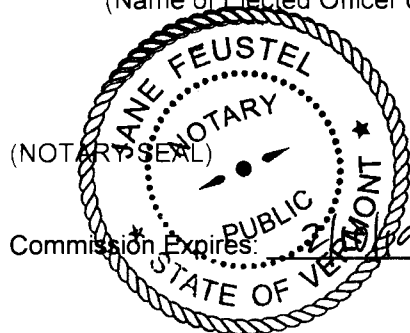
County of Chittenden

The forgoing instrument was acknowledged before me this 24th day of July, 2015.

By Randall Perkins
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2014

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-NIP-CAS-15-16 BUR,VT GL	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : New Hampshire Insurance Company	23841	INSURER B : N/A	N/A	INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : New Hampshire Insurance Company	23841														
INSURER B : N/A	N/A														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. 183 TALCOTT ROAD WILLISTON, VT 05495															

COVERAGES CERTIFICATE NUMBER: NYC-005765130-13 **REVISION NUMBER:** 7

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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			082695195	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			086396874	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	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				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: GRANT PROPOSAL
EVIDENCE OF INSURANCE

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 <i>Ricki Fitzsimmons</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2014

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.accountsscs@marsh.com Fax: 212-948-1307		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
109210-WC-30-30-15-16 BUR,VT WC		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. 128 LAKESIDE AVE, SUITE 301 BURLINGTON, VT 05401		INSURER A : N/A N/A INSURER B : ACE American insurance Company 22667 INSURER C : N/A N/A INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-006954518-03 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						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) \$ \$
	<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) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RSC C48128828	01/01/2015	01/01/2016	X WC STATUTORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
 INCLUDES NEW HAMPSHIRE LOCATIONS/ GRANT: NH FAMILY PLANNING PROGRAM

CERTIFICATE HOLDER

NH DEPARTMENT OF HEALTH & HUMAN 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

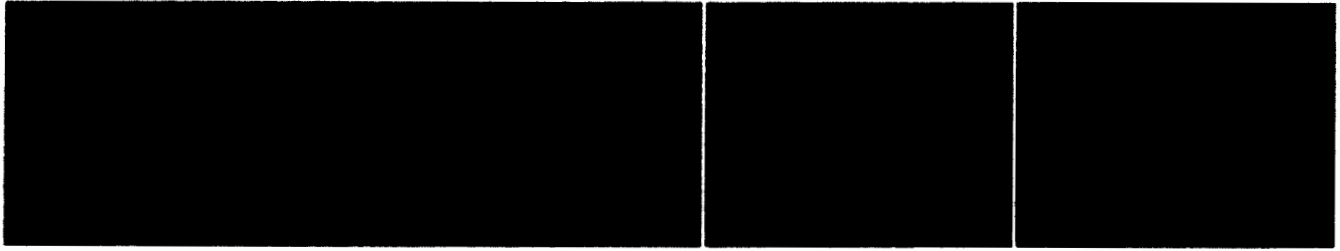
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Mission Statement:

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.

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CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2014

(with Comparative Totals for 2013)

With Independent Auditor's Report



CONFIDENTIAL
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.

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Board of Trustees
Planned Parenthood of Northern New England, Inc.
Page 2

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 Dawn McNeil & Parker, LLC

Portland, Maine
April 28, 2015
Registration No. 92-0000278

CONFIDENTIAL
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.

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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>	<u>1,277,364</u>	<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>

CONFIDENTIAL
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.

CONFIDENTIAL
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	(51,818)	144,760
	<u>2,247,050</u>	<u>(412,272)</u>
Net cash provided (used) by operating activities		
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	(997,868)	(138,716)
	<u>(1,188,129)</u>	<u>339,087</u>
Net cash (used) provided by investing activities		
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	(232,822)	(293,939)
	<u>(1,147,418)</u>	<u>869,790</u>
Net cash (used) provided by financing activities		
Net (decrease) increase in cash and cash equivalents	(88,497)	796,605
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.

CONFIDENTIAL
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 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	30,701	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	155,327
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.

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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.

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Use of Estimates

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

Basis of 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.

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Income Taxes

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

Cash 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.

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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.

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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.

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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.

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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>

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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>

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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.

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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.

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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.

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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>

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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.

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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>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>

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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>-</u>	<u>(41,414)</u>
Total investment return	71,986	23,152	-	95,138
Contributions	-	-	2,100	2,100
Transfers from (to) unrestricted	86,429	(1,163)	-	85,266
Endowment assets appropriated for expenditure	<u>(158,415)</u>	<u>(52,585)</u>	<u>-</u>	<u>(211,000)</u>
Endowment net assets, December 31, 2014	<u>\$ 2,630,422</u>	<u>\$ 55,195</u>	<u>\$ 1,276,864</u>	<u>\$ 3,962,481</u>

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>-</u>	<u>-</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>

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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.

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PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2014
(With Comparative Totals for 2013)

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.

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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, 2014</u>			
	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash and cash equivalents	\$ 188,216	\$ 188,216	\$ -	\$ -
Mutual funds				
Short-term bonds	777,192	777,192	-	-
Bond funds	826,178	826,178	-	-
U.S. stocks	924,226	924,226	-	-
Non-U.S. stocks	790,981	790,981	-	-
Real estate securities	219,404	219,404	-	-
Commodity-linked securities	471,151	471,151	-	-
Exchange traded funds				
Bond funds	94,760	94,760	-	-
Real estate securities	<u>387,909</u>	<u>387,909</u>	-	-
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>

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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.

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Notes to the Consolidated Financial Statements

December 31, 2014
(With Comparative Totals for 2013)

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>

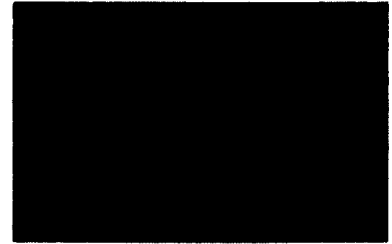
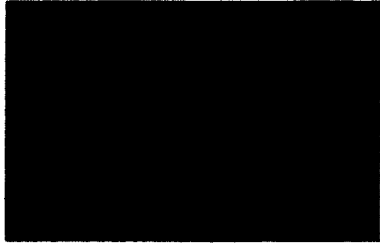
16. Cash Flow Information

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.

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Planned Parenthood of Northern New England Board of Trustees 2014-2015

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	Second Vice Chair:	Iris Estabrook
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	Treasurer:	Benjamin T. Siracusa Hillman

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Exeter, NH 03833

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Burlington, VT 05401

Marilyn ”Lyn” Blackwell, Ph.D.
East Montpelier, VT 05651

David Blittersdorf
Burlington, VT 05401

Melinda Moulton
Burlington, VT 05401

Randall Rives Perkins
Manchester Center, VT 05255

NEW YORK

Rachel Connell
Troy, NY 12180

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MEAGAN GALLAGHER

PROFILE

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

WORK EXPERIENCE

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, Burlington, Vermont

President and CEO

October 2013 - Present

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

Senior Vice President of Business Operations

November 2010 – September 2013

(Interim Co-CEO January – 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

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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

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HEATHER L. BUSHEY, CPA

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

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DONNA L. BURKETT, MD

Curriculum Vitae

Medical Director
Planned Parenthood of Northern New England
128 Lakeside Ave., Ste 301
Burlington, VT 05401
Office phone: 802-448-9717
[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,

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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

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

ADDITIONAL EDUCATIONAL EXPERIENCE

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

PROFESSIONAL MEMBERSHIPS

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

VOLUNTEER SERVICE

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

INTERESTS AND ACTIVITIES

Knitting, cooking local foods, gardening, traveling

REFERENCES

Available upon request

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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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Rebecca Levasseur Oettinger
PPNNE
128 Lakeside Ave, Suite 301
Burlington, VT 05401

Dec 17, 2014

Employment

Planned Parenthood of Northern New England 1991-present

Health Center Field Surveyor (Burlington, VT) 2009-present

Responsibilities include:

- Partner with RQM director to create and maintain field schedule for site visits and compliance audits for CLIA, OSHA and pharmacy standards
- Evaluate audit results for compliance; provide summaries and recommendations for corrective action to RQM and Medical Services committees
- Provide direct feedback to clinicians and site managers as appropriate when in the field
- Create and conduct medical safety drills at the health centers
- Partner with Grants Manager to ensure compliance with Title X, state vaccine program and STI program guidelines as they overlap with the PPFA standards. Be present and help sites prepare for external clinical audits
- Evaluate clinical exposure incidents; provide feedback and recommendations, report identified systems improvements to RQM committee
- Develop, update and distribute PPNNE Laboratory and Infection Prevention Manual and pharmacy protocols

Nurse Practitioner 1991-present

- Provide clinical care to PPNNE patients in compliance with the PPNNE Medical Standards and Guidelines

Site Manager (St. Johnsbury, VT) 1991-2008

- Manage and develop operating budget for PPNNE site with approximately 2000 patient visits per year
- Network and collaborate with community agencies
- Supervise staff of 2-3 people, including HCAs and clinicians

Nurse Examiner for APPS, Hooper Homes and Paramedic (St. Johnsbury, VT) 2003-2008

- Schedule and conduct in-home examinations for insurance purposes
- Process and ship laboratory samples

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Clinical Career Training (Bristol NH) 2003-2008

- Instructor and trainer for LNA students

Nurse Practitioner 1979-1988

- Planned Parenthood of Sonoma/San Rafael, CA
- Dr. Susan Lemagie, Palmer, AK
- Bremerton-Kitsap County Health Department, Bremerton, WA
- Central Seattle Community Health Centers, Seattle, WA
- Planned Parenthood of Vermont, Barre and Randolph, VT

Staff Nurse 1974-1979

- Medical Center Hospital of Vermont
- Medical College of Virginia

Education

Women's Health Nurse Practitioner Training Program
UCLA/Cal State Long Beach
Torrance CA

OB/GYN NP Certificate
1979

Mary Hitchcock School of Nursing
Dartmouth Hitchcock Medical Center
Hanover NH

RN Diploma
1974

Licensure

RN/APRN Vermont and New Hampshire
NCC OB/GYN Nurse Practitioner Certification

R. Levasseur Oettinger 2

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Sarah M. McGinnis

Planned Parenthood of Northern New England

Director of Risk-Quality Management & Security

Burlington, Vermont

February 2012 to present

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

Medical Services Associate

August 2010 to January 2012

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

Supply Chain and Contracts Manager

May 2008 to August 2010

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

Prime Pods Limited

Cork, Ireland

(Manufacturer of high-end modular kitchen and bath units for hotels and apartment complexes)

Project Coordinator

April '07 to May '08

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

Amgen Technology (Ireland) Limited

Cork, Ireland

(Global enterprise biotechnical company)

Executive Assistant to Managing Director of European Capital Projects

July '06 to April '07

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

Green Mountain Youth Symphony

Montpelier, Vermont

(Community-based youth orchestra)

Manager

May '03 to September '05

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

Planned Parenthood of Northern New England

Williston, Vermont

Patient Financial Services Coordinator

1996 - 2003

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

Education

Community College of Vermont

1992

Montpelier, Vermont

Completed History and Software Applications course work.

Antioch University

1982-1985

Yellow Springs, Ohio

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

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Ruth Ellen Hardy

Professional Experience

Planned Parenthood of Northern New England – Burlington, Vermont

Director of Government Grants, Sept 2014 – Present, Foundations Relations Manager, May – Sept 2014

Oversee all proposals, reporting, compliance, and communications for portfolio of \$3.1 million in federal, state, and local government grants. Consult in developing overall agency strategy for public health policy and government relations work. Prior to promotion oversaw portfolio of over 80 foundations and \$500,000 in annual earned grant revenue, including all proposal and report writing, cultivation and strategy.

Middlebury College Budget Office – Middlebury, Vermont

Assistant Director, June 2008 – April 2013; Budget Analyst, September 2006 – June 2008

Oversaw budgeting for academic and program areas of \$250 million budget, including all major foundation grants. Prepared financial reports for donors, foundations, auditors and members of College community. Key advisor to development staff on grant applications and donor requests. Analyzed and coordinated endowed and gift funding use, and advised executive staff regarding allocation of restricted funding.

- *Assisted in procurement & stewardship of dozens of major foundation grants*
- *Key strategist for developing significant budget reductions to regain financial stability, while also protecting core academic programs during worldwide financial crisis*

Community Health Services of Addison County, Open Door Clinic – Middlebury, Vermont

Executive Director, November 2002 – August 2005

Directed daily operations of community health organization. Managed all fundraising and grant-writing for \$200,000 budget. Oversaw cash and in-kind budget; recruited and supervised staff and volunteers; board relations, risk management, governmental and public relations and reporting.

- *Expanded services, patients & funding; and major upgrade of data collection for all Vermont clinics*
- *Recipient of a 2005 Vermont Department of Health Exceptional Public Health Service Award*

Georgia Institute of Technology – Atlanta, Georgia

Project Administrator, National Science Foundation ADVANCE Program, January – May, 2002

Coordinated start-up of program to advance women in science & engineering, and facilitate institutional transformation. Assisted with grant reports and data collection for this major federal grant.

- *Organized major conference to reform policies, programs and procedures related to women in STEM*

Southern Regional Education Board – Atlanta, Georgia

Public Policy Research Consultant, August 2000 – February 2001

Completed proposal and outline for comprehensive study of secondary vocational education for state policy makers. Undertook site visits and program assessment. Facilitated strategic planning & policy development session with education officials from 23 states.

Wisconsin Legislative Fiscal Bureau – Madison, Wisconsin

Education Policy and Finance Analyst, July 1996 – June 1998 and January 1999 – July 2000

Prepared nonpartisan research, analysis and policy alternatives for Finance Committee and full Legislature. Wrote informational and analytical documents for public release and confidential legislative review. Led training sessions and participated in policy task forces. Worked with legislative and education agencies, school districts, state and national policy research organizations and interest groups.

- *Lead analyst for new education technology program, resulting in leadership position on new board staff*
- *Lead analyst for multi-billion dollar state school funding program, and efforts to improve urban schools*

Technology for Educational Achievement in Wisconsin Board – Madison, Wisconsin

Interim Policy and Budget Coordinator, June – December 1998

Assisted new state board in start-up operations, policy development and program implementation. Supervised staff. Prepared budget, using performance-based budgeting. Wrote policy papers and acted as liaison to partners and constituents.

University of Minnesota – Minneapolis, Minnesota

Assistant to Director, Minnesota Women's Center, 1993 – 1994; Administrative Assistant, Office of External & State Relations, 1993; Accounting Assistant, Hubert H. Humphrey Institute of Public Affairs, 1992 – 1993

Community Service

Middlebury ID#4 Mary Hogan Elementary School Board

Chair, March 2013 – present; Member, March 2010 – July 2011

Provide policy and finance leadership and direction, and facilitate all board work for a seven-member school board. Act as liaison to school administration and other boards and organizations, and as spokesperson to state and local press & government outlets.

- *Middlebury representative and leader on study committee examining options for school organization and governance. Co-author of committee's final report.*
- *Member of supervisory union board and executive committee*

Addison County Early Childhood Programs, Board Member

Middlebury Cooperative Nursery School, Mary Johnson Children's Center, and Otter Creek Child Center
Member of one or more board throughout 2002 – 2007.

- *Member of negotiation & leadership team facilitating merger of MCNS and MJCC in 2006-07*

Arbor Day and School Tree Planting Leader, 2007-present

Led efforts to plant nearly 40 trees at local schools. Successfully nominated 3rd grade class for 2009 Vermont Tree Steward Award.

Middlebury Parks & Recreation Board, Member, 2004

Assisted with processes of reviewing proposals for community playground design and construction.

Education

Vermont Leadership Institute, Snelling Center for Government

September 2012 – June 2013

Executive and public service leadership program focusing on strategic and collaborative leadership.

Lyndon B. Johnson School of Public Affairs, University of Texas at Austin

Master of Public Affairs, May 1996; Robert Strauss Fellowship, 1994 – 96

LBJ Policy Analysis Fellow, U.S. Department of Housing and Urban Development, Housing Office for People with AIDS, Summer 1995

Master's Thesis: Federalist Partnerships in Housing for People Living with HIV/AIDS

Oberlin College – Oberlin, Ohio, Bachelor of Arts, May 1992; Government major; Women's Studies minor

- *Extracurricular activities included leadership positions with Pro-Choice Oberlin, Oberlin Women's Center, Oberlin Student Cooperative Association, and Oberlin Student Government*

CONTRACTOR NAME

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	8%	\$14,976
K. Williams	Director of Health Center Operations	\$90,000	8%	\$7,200
R. Levasseur	Field Surveyor	\$74,564	8%	\$5,350
S. McGinnis	Director of Risk Quality Management	\$59,196	8%	\$4,854
R. Hardy	Director of Government Grants	\$60,000	8%	\$4,860

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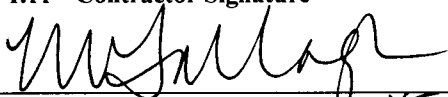
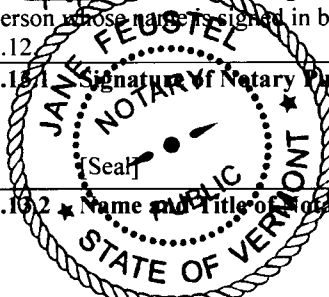
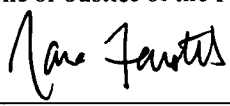
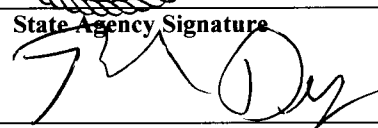
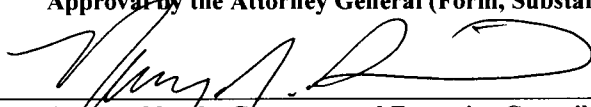
Subject: Family Planning

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-6504	
1.3 Contractor Name Planned Parenthood of Northern New England, Manchester		1.4 Contractor Address 128 Lakeside Avenue, Suite 301 Burlington, VT 05401	
1.5 Contractor Phone Number 802-448-9778	1.6 Account Number 05-95-90-902010-5330	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$385,000
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 Meagan Gallagher, President/CEO	
1.13 Acknowledgement: State of <u>VT</u> , County of <u>Chittenden</u> On <u>7/28/2015</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.			
1.14 Signature of Notary Public or Justice of the Peace  			
1.15 Name and Title of Notary or Justice of the Peace Jane Feustel, notary, exp. 2/10/19			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brock S. Dupa / Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7/28/2015</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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials: MS
Date: 7/24/15

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 consent of the N.H. Department of Administrative Services. 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials: WJG
Date: 7/24/15

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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 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 a referral to 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>).

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 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:
 - 4.3.1 The percentage of clients served under 100% Federal Poverty Level.



Exhibit A

- 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.

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 15-DHHS-DPHS-FP-02
(Name of NFP)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total	
1. Total Salary/Wages	\$ 750,844.00	\$ 21,332.00	\$ 772,176.00	\$ 654,511.00	\$ 21,332.00	\$ 675,843.00	\$ 86,333.00	\$ 19,390.00	\$ 105,723.00	\$ 666,466.00
2. Employee Benefits	\$ 168,640.00	\$ 4,781.00	\$ 173,421.00	\$ 149,250.00	\$ 4,781.00	\$ 154,031.00	\$ 19,390.00	\$ 103.00	\$ 19,493.00	\$ 134,538.00
3. Consultants	\$ 921.00	\$ -	\$ 921.00	\$ 818.00	\$ -	\$ 818.00	\$ -	\$ -	\$ -	\$ 921.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 4,816.00	\$ 1,184.00	\$ 6,000.00	\$ 4,234.00	\$ 1,184.00	\$ 5,418.00	\$ 682.00	\$ -	\$ 682.00	\$ 6,100.00
Repair and Maintenance	\$ 2,546.00	\$ 4,120.00	\$ 6,666.00	\$ 1,801.00	\$ 4,120.00	\$ 5,921.00	\$ 745.00	\$ -	\$ 745.00	\$ 6,666.00
Purchase/Depreciation	\$ 3,804.00	\$ 3,664.00	\$ 7,468.00	\$ 3,058.00	\$ 3,664.00	\$ 6,722.00	\$ 846.00	\$ -	\$ 846.00	\$ 7,568.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 428.00	\$ 8.00	\$ 436.00	\$ 379.00	\$ 8.00	\$ 387.00	\$ 49.00	\$ -	\$ 49.00	\$ 436.00
Lab	\$ 40,778.00	\$ -	\$ 40,778.00	\$ 36,219.00	\$ -	\$ 36,219.00	\$ 4,559.00	\$ -	\$ 4,559.00	\$ 40,778.00
Pharmacy	\$ 312,946.00	\$ -	\$ 312,946.00	\$ 274,417.00	\$ -	\$ 274,417.00	\$ 38,529.00	\$ -	\$ 38,529.00	\$ 312,946.00
Medical	\$ 37,646.00	\$ -	\$ 37,646.00	\$ 33,437.00	\$ -	\$ 33,437.00	\$ 4,209.00	\$ -	\$ 4,209.00	\$ 37,646.00
Office	\$ 11,319.00	\$ 2,550.00	\$ 13,869.00	\$ 9,789.00	\$ 2,550.00	\$ 12,339.00	\$ 1,530.00	\$ -	\$ 1,530.00	\$ 13,869.00
6. Travel	\$ 21,979.00	\$ 4,088.00	\$ 26,067.00	\$ 19,065.00	\$ 4,088.00	\$ 23,153.00	\$ 2,914.00	\$ -	\$ 2,914.00	\$ 26,067.00
7. Occupancy	\$ 138,805.00	\$ 19,091.00	\$ 157,896.00	\$ 121,294.00	\$ 19,091.00	\$ 140,385.00	\$ 17,511.00	\$ -	\$ 17,511.00	\$ 157,896.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 21,465.00	\$ 3,496.00	\$ 24,961.00	\$ 18,702.00	\$ 3,496.00	\$ 22,198.00	\$ 2,763.00	\$ -	\$ 2,763.00	\$ 24,961.00
Postage	\$ 6,571.00	\$ 590.00	\$ 7,161.00	\$ 5,770.00	\$ 590.00	\$ 6,360.00	\$ 801.00	\$ -	\$ 801.00	\$ 7,161.00
Subscriptions	\$ 9,897.00	\$ 20,535.00	\$ 30,432.00	\$ 8,516.00	\$ 20,535.00	\$ 29,051.00	\$ 1,381.00	\$ -	\$ 1,381.00	\$ 30,432.00
Audit and Legal	\$ -	\$ 11,993.00	\$ 11,993.00	\$ -	\$ 11,993.00	\$ 11,993.00	\$ -	\$ -	\$ -	\$ 11,993.00
Insurance	\$ 7,029.00	\$ -	\$ 7,029.00	\$ 6,243.00	\$ -	\$ 6,243.00	\$ 786.00	\$ -	\$ 786.00	\$ 7,029.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 15,481.00	\$ 3,934.00	\$ 19,415.00	\$ 13,310.00	\$ 3,934.00	\$ 17,244.00	\$ 2,171.00	\$ -	\$ 2,171.00	\$ 19,415.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details in narrative):	\$ 9,862.00	\$ 1,047.00	\$ 10,909.00	\$ 8,642.00	\$ 1,047.00	\$ 9,689.00	\$ 1,220.00	\$ -	\$ 1,220.00	\$ 10,909.00
	\$ 48,125.00	\$ 5,384.00	\$ 53,509.00	\$ 43,029.00	\$ 5,384.00	\$ 48,413.00	\$ 5,096.00	\$ -	\$ 5,096.00	\$ 53,509.00
TOTAL	\$ 1,614,935.00	\$ 106,817.00	\$ 1,721,752.00	\$ 1,422,433.00	\$ 106,817.00	\$ 1,529,250.00	\$ 192,502.00	\$ -	\$ 192,502.00	\$ 1,721,752.00
Indirect As A Percent of Direct										6.6%
										0.0%

Contractor Initials: *MS*
Date: *7/1/15*

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-02
(Name of RFP)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total
1. Total Salary/Wages	\$ 770,779.33	\$ 21,971.96	\$ 792,751.29	\$ 684,446.33	\$ 21,971.96	\$ 706,418.29	\$ 86,333.00	\$ -	\$ 86,333.00
2. Employee Benefits	\$ 173,117.50	\$ 4,934.73	\$ 178,052.23	\$ 153,727.50	\$ 4,934.73	\$ 158,662.23	\$ 19,380.00	\$ -	\$ 19,380.00
3. Consultants	\$ 961.80	\$ -	\$ 961.80	\$ 858.80	\$ -	\$ 858.80	\$ 103.00	\$ -	\$ 103.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ 5,127.70	\$ 1,243.20	\$ 6,370.90	\$ 4,445.70	\$ 1,243.20	\$ 5,688.90	\$ 682.00	\$ -	\$ 682.00
6. Repair and Maintenance	\$ 2,836.05	\$ 4,326.00	\$ 7,162.05	\$ 1,891.05	\$ 4,326.00	\$ 6,217.05	\$ 745.00	\$ -	\$ 745.00
7. Purchase/Depreciation	\$ 4,058.60	\$ 3,847.20	\$ 7,905.80	\$ 3,210.90	\$ 3,847.20	\$ 7,058.10	\$ 846.00	\$ -	\$ 846.00
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ 446.95	\$ 8.40	\$ 455.35	\$ 397.95	\$ 8.40	\$ 406.35	\$ 49.00	\$ -	\$ 49.00
10. Lab	\$ 42,588.95	\$ -	\$ 42,588.95	\$ 38,029.95	\$ -	\$ 38,029.95	\$ 4,559.00	\$ -	\$ 4,559.00
11. Pharmacy	\$ 326,666.85	\$ -	\$ 326,666.85	\$ 288,137.85	\$ -	\$ 288,137.85	\$ 38,529.00	\$ -	\$ 38,529.00
12. Medical	\$ 39,317.85	\$ -	\$ 39,317.85	\$ 35,108.85	\$ -	\$ 35,108.85	\$ 4,209.00	\$ -	\$ 4,209.00
13. Office	\$ 11,807.40	\$ 2,677.50	\$ 14,484.90	\$ 10,256.40	\$ 2,677.50	\$ 12,933.90	\$ 1,551.00	\$ -	\$ 1,551.00
14. Travel	\$ 22,832.25	\$ 4,292.40	\$ 27,124.65	\$ 20,018.25	\$ 4,292.40	\$ 24,310.65	\$ 2,814.00	\$ -	\$ 2,814.00
15. Occupancy	\$ 144,866.20	\$ 18,995.55	\$ 163,861.75	\$ 127,327.20	\$ 18,995.55	\$ 146,322.75	\$ 17,541.00	\$ -	\$ 17,541.00
16. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Telephone	\$ 22,431.10	\$ 3,670.80	\$ 26,101.90	\$ 19,637.10	\$ 3,670.80	\$ 23,307.90	\$ 2,794.00	\$ -	\$ 2,794.00
18. Postage	\$ 6,859.50	\$ 619.50	\$ 7,479.00	\$ 6,056.50	\$ 619.50	\$ 6,676.00	\$ 801.00	\$ -	\$ 801.00
19. Subscriptions	\$ 10,122.80	\$ 21,561.75	\$ 31,684.55	\$ 8,941.80	\$ 21,561.75	\$ 30,503.55	\$ 1,181.00	\$ -	\$ 1,181.00
20. Audit and Legal	\$ -	\$ 12,592.65	\$ 12,592.65	\$ -	\$ 12,592.65	\$ 12,592.65	\$ -	\$ -	\$ -
21. Insurance	\$ 7,341.15	\$ -	\$ 7,341.15	\$ 6,555.15	\$ -	\$ 6,555.15	\$ 786.00	\$ -	\$ 786.00
22. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. Marketing/Communications	\$ 16,146.50	\$ 4,130.70	\$ 20,277.20	\$ 13,875.50	\$ 4,130.70	\$ 18,006.20	\$ 2,171.00	\$ -	\$ 2,171.00
25. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28. Total	\$ 1,669,779.43	\$ 111,635.39	\$ 1,781,414.82	\$ 1,477,278.43	\$ 111,635.39	\$ 1,588,913.82	\$ 192,500.00	\$ -	\$ 192,500.00
Indirect As A Percent of Direct			6.7%			6.7%			0.0%



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



more employees, it will maintain a current 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 insurance 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 \$1,000,000; and
4. The Division reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



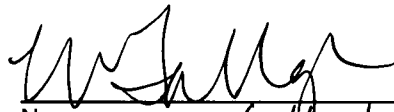
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name:

7/24/15
Date


Name: Meagan Gallagher
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

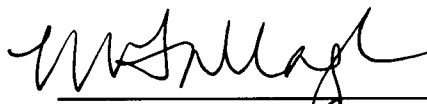
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:

7/27/15
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 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

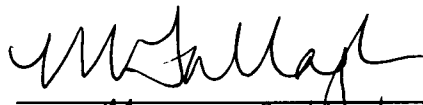
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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:

7/24/15
Date


Name: Megan Gallagher
Title: President/CEO

Contractor Initials MG
Date 7/24/15



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

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

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

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

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

Exhibit G

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

Contractor Initials

mg
Date 7/24/15



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:

7/24/15
Date

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

Exhibit G

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

Contractor Initials mg

Date 7/24/15



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:

7/24/15
Date

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



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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

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1/24/15



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

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1/24/15



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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH DHH
 The State
John Dwyer
 Signature of Authorized Representative
Bruce Dupes
 Name of Authorized Representative
Bruce chf
 Title of Authorized Representative
7/28/15
 Date

Planned Parenthood of Northern New England
 Name of the Contractor
W. J. Gallagher
 Signature of Authorized Representative
Meagan Gallagher
 Name of Authorized Representative
President/CEO
 Title of Authorized Representative
7/24/15
 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:

7/29/15
Date

Megan Gallagher
Name: Megan Gallagher
Title: President/CEO



Manchester

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: 03-166-8973
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

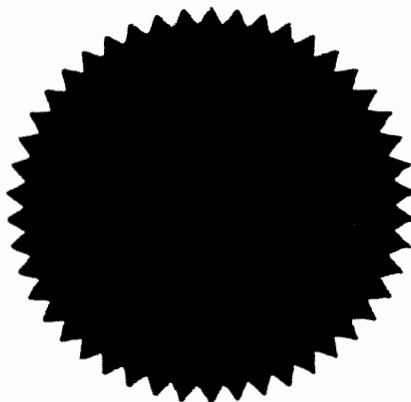
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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 7th day of May, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Planned Parenthood of Northern New England.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on March 7, 2015:
(Date)

RESOLVED: That the CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 24th day of July, 2015.
(Date Contract Signed)

4. Meagan Gallagher is the duly elected CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF VERMONT

County of Chittenden

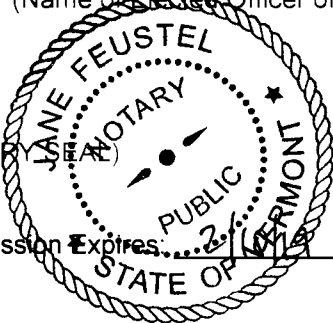
The forgoing instrument was acknowledged before me this 24th day of July, 2015.

By Randall Perkins
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY PUBLIC)



Commission Expires 2/10/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2014

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. 1165 Avenue of the Americas New York, NY 10036 Attn: healthcare.accounts@marsh.com Fax: 212-948-1307	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE		NAIC #	
109210-NIP-CAS-15-16	BUR,VT GL		
INSURED PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. 183 TALCOTT ROAD WILLISTON, VT 05495	INSURER A: New Hampshire Insurance Company		23841
	INSURER B: N/A		N/A
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** NYC-005765130-13 **REVISION NUMBER:** 7

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		082695195	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		086396874	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				W/C STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: GRANT PROPOSAL
 EVIDENCE OF INSURANCE

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 <i>Ricki Fitzsimmons</i>
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ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2014

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): FAX (A/C, No):	
	E-MAIL ADDRESS:	
109210-WC-30-30-15-16 BUR,VT WC	INSURER(S) AFFORDING COVERAGE	
INSURED PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. 128 LAKESIDE AVE, SUITE 301 BURLINGTON, VT 05401	INSURER A: N/A	NAIC # N/A
	INSURER B: ACE American Insurance Company	22667
	INSURER C: N/A	N/A
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** NYC-006954518-03 **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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> 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						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RSC C48128828	01/01/2015	01/01/2016	X WC STATU-TORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
INCLUDES NEW HAMPSHIRE LOCATIONS/ GRANT: NH FAMILY PLANNING PROGRAM

CERTIFICATE HOLDER NH DEPARTMENT OF HEALTH & HUMAN 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 <i>Ricki Fitzsimmons</i>
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ACORD 25 (2010/05)

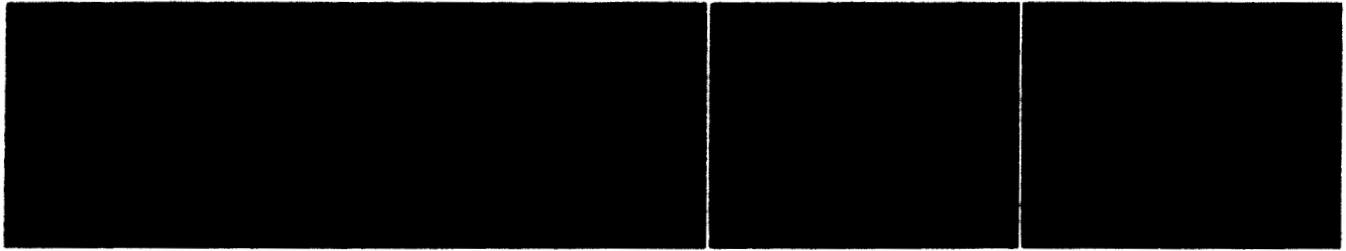
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Mission Statement:

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.

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CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2014

(with Comparative Totals for 2013)

With Independent Auditor's Report



CONFIDENTIAL
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.

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Board of Trustees
Planned Parenthood of Northern New England, Inc.
Page 2

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 Dawn McNeil & Parker, LLC

Portland, Maine
April 28, 2015
Registration No. 92-0000278

CONFIDENTIAL
PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Consolidated Statement of Financial Position

December 31, 2014
(With Comparative Totals for 2013)

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2014 Total</u>	<u>2013 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.

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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>

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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>(4,868)</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.

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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	(51,818)	144,760
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	(88,497)	796,605
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.

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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	53,364	565,839	30,701	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	155,327
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	-	-	-	-	-	235,798	-	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.

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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.

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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.

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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.

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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.

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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	<u>39</u>	<u>37</u>
	<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 PPA program support) to charges applied to charity charges foregone.

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Notes to the Consolidated Financial Statements

December 31, 2014
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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.

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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>

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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>

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PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

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(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.

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Notes to the Consolidated Financial Statements

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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.

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Notes to the Consolidated Financial Statements

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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.

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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>

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PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

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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	-	174,496
	<u>\$ 1,470,509</u>	<u>\$ 1,360,922</u>
Nonoperating purpose restrictions accomplished:		
Acquisition of long-term assets	\$ 845,465	\$ 79,734

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	82,330	81,830
	<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.

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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>

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

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

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>-</u>	<u>-</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>

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PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

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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.

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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.

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

	<u>Fair value measurements at December 31, 2014</u>			
	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash and cash equivalents	\$ 188,216	\$ 188,216	\$ -	\$ -
Mutual funds				
Short-term bonds	777,192	777,192	-	-
Bond funds	826,178	826,178	-	-
U.S. stocks	924,226	924,226	-	-
Non-U.S. stocks	790,981	790,981	-	-
Real estate securities	219,404	219,404	-	-
Commodity-linked securities	471,151	471,151	-	-
Exchange traded funds				
Bond funds	94,760	94,760	-	-
Real estate securities	<u>387,909</u>	<u>387,909</u>	-	-
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>

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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.

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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>

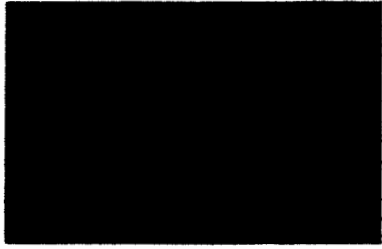
16. Cash Flow Information

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.

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Planned Parenthood of Northern New England Board of Trustees 2014-2015

<u>Officers:</u>	Chair:	Randall Rives Perkins
	First Vice Chair:	Lucy Karl, Esq
	Second Vice Chair:	Iris Estabrook
	Secretary:	Marilyn Blackwell, Ph.D.
	Treasurer:	Benjamin T. Siracusa Hillman

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Plainfield, NH 03781

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Linda Patchett
New Castle, NH 03854

Benjamin T. Siracusa Hillman
Exeter, NH 03833

VERMONT

Benjamin "Benjy" Adler
Burlington, VT 05401

Marilyn "Lyn" Blackwell, Ph.D.
East Montpelier, VT 05651

David Blittersdorf
Burlington, VT 05401

Melinda Moulton
Burlington, VT 05401

Randall Rives Perkins
Manchester Center, VT 05255

NEW YORK

Rachel Connell
Troy, NY 12180

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MEAGAN GALLAGHER

PROFILE

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

WORK EXPERIENCE

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, Burlington, Vermont

President and CEO

October 2013 - Present

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

Senior Vice President of Business Operations

November 2010 – September 2013

(Interim Co-CEO January – 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

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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

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HEATHER L. BUSHEY, CPA

EDUCATION

Champlain College
Bachelor's Degree in Accounting

May 1996

EXPERIENCE

Planned Parenthood of Northern New England

Burlington, VT

Chief Financial Officer

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.

South Burlington, VT

Audit Manager

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

CONFIDENTIAL

DONNA L. BURKETT, MD

Curriculum Vitae


Medical Director

Planned Parenthood of Northern New England

128 Lakeside Ave., Ste 301

Burlington, VT 05401

Office phone: 802-448-9717



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,

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NC. Duties include:

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

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

2001-2005

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

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

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

1996 - 2000

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

1998 - 1999

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

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

July and August 1998 Extended vacation, following residency

1995- 1998

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

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

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

ADDITIONAL EDUCATIONAL EXPERIENCE

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

PROFESSIONAL MEMBERSHIPS

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

VOLUNTEER SERVICE

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

INTERESTS AND ACTIVITIES

Knitting, cooking local foods, gardening, traveling

REFERENCES

Available upon request

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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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CONFIDENTIAL

Rebecca Levasseur Oettinger
PPNNE
128 Lakeside Ave, Suite 301
Burlington, VT 05401

Dec 17, 2014

Employment

Planned Parenthood of Northern New England 1991-present
Health Center Field Surveyor (Burlington, VT) 2009-present

Responsibilities include:

- Partner with RQM director to create and maintain field schedule for site visits and compliance audits for CLIA, OSHA and pharmacy standards
- Evaluate audit results for compliance; provide summaries and recommendations for corrective action to RQM and Medical Services committees
- Provide direct feedback to clinicians and site managers as appropriate when in the field
- Create and conduct medical safety drills at the health centers
- Partner with Grants Manager to ensure compliance with Title X, state vaccine program and STI program guidelines as they overlap with the PPFA standards. Be present and help sites prepare for external clinical audits
- Evaluate clinical exposure incidents; provide feedback and recommendations, report identified systems improvements to RQM committee
- Develop, update and distribute PPNNE Laboratory and Infection Prevention Manual and pharmacy protocols

Nurse Practitioner 1991-present

- Provide clinical care to PPNNE patients in compliance with the PPNNE Medical Standards and Guidelines

Site Manager (St. Johnsbury, VT) 1991-2008

- Manage and develop operating budget for PPNNE site with approximately 2000 patient visits per year
- Network and collaborate with community agencies
- Supervise staff of 2-3 people, including HCAs and clinicians

Nurse Examiner for APPS, Hooper Homes and Paramedic (St. Johnsbury, VT) 2003-2008

- Schedule and conduct in-home examinations for insurance purposes
- Process and ship laboratory samples

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Clinical Career Training (Bristol NH) 2003-2008

- Instructor and trainer for LNA students

Nurse Practitioner 1979-1988

- Planned Parenthood of Sonoma/San Rafael, CA
- Dr. Susan Lemagie, Palmer, AK
- Bremerton-Kitsap County Health Department, Bremerton, WA
- Central Seattle Community Health Centers, Seattle, WA
- Planned Parenthood of Vermont, Barre and Randolph, VT

Staff Nurse 1974-1979

- Medical Center Hospital of Vermont
- Medical College of Virginia

Education

Women's Health Nurse Practitioner Training Program
UCLA/Cal State Long Beach
Torrance CA

OB/GYN NP Certificate
1979

Mary Hitchcock School of Nursing
Dartmouth Hitchcock Medical Center
Hanover NH

RN Diploma
1974

Licensure

RN/APRN Vermont and New Hampshire
NCC OB/GYN Nurse Practitioner Certification

R. Levasseur Oettinger 2

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Sarah M. McGinnis

Planned Parenthood of Northern New England

Burlington, Vermont

Director of Risk-Quality Management & Security

February 2012 to present

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

Medical Services Associate

August 2010 to January 2012

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

Supply Chain and Contracts Manager

May 2008 to August 2010

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

Prime Pods Limited

Cork, Ireland

(Manufacturer of high-end modular kitchen and bath units for hotels and apartment complexes)

Project Coordinator

April '07 to May '08

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

Amgen Technology (Ireland) Limited

Cork, Ireland

(Global enterprise biotechnical company)

Executive Assistant to Managing Director of European Capital Projects

July '06 to April '07

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

Green Mountain Youth Symphony

Montpelier, Vermont

(Community-based youth orchestra)

Manager

May '03 to September '05

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

Planned Parenthood of Northern New England

Williston, Vermont

Patient Financial Services Coordinator

1996 - 2003

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

Education

Community College of Vermont

1992

Montpelier, Vermont

Completed History and Software Applications course work.

Antioch University

1982-1985

Yellow Springs, Ohio

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

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Ruth Ellen Hardy

Professional Experience

Planned Parenthood of Northern New England – Burlington, Vermont

Director of Government Grants, Sept 2014 – Present, Foundations Relations Manager, May – Sept 2014

Oversee all proposals, reporting, compliance, and communications for portfolio of \$3.1 million in federal, state, and local government grants. Consult in developing overall agency strategy for public health policy and government relations work. Prior to promotion oversaw portfolio of over 80 foundations and \$500,000 in annual earned grant revenue, including all proposal and report writing, cultivation and strategy.

Middlebury College Budget Office – Middlebury, Vermont

Assistant Director, June 2008 – April 2013; Budget Analyst, September 2006 – June 2008

Oversaw budgeting for academic and program areas of \$250 million budget, including all major foundation grants. Prepared financial reports for donors, foundations, auditors and members of College community. Key advisor to development staff on grant applications and donor requests. Analyzed and coordinated endowed and gift funding use, and advised executive staff regarding allocation of restricted funding.

- *Assisted in procurement & stewardship of dozens of major foundation grants*
- *Key strategist for developing significant budget reductions to regain financial stability, while also protecting core academic programs during worldwide financial crisis*

Community Health Services of Addison County, Open Door Clinic – Middlebury, Vermont

Executive Director, November 2002 – August 2005

Directed daily operations of community health organization. Managed all fundraising and grant-writing for \$200,000 budget. Oversaw cash and in-kind budget; recruited and supervised staff and volunteers; board relations, risk management, governmental and public relations and reporting.

- *Expanded services, patients & funding; and major upgrade of data collection for all Vermont clinics*
- *Recipient of a 2005 Vermont Department of Health Exceptional Public Health Service Award*

Georgia Institute of Technology – Atlanta, Georgia

Project Administrator, National Science Foundation ADVANCE Program, January – May, 2002

Coordinated start-up of program to advance women in science & engineering, and facilitate institutional transformation. Assisted with grant reports and data collection for this major federal grant.

- *Organized major conference to reform policies, programs and procedures related to women in STEM*

Southern Regional Education Board – Atlanta, Georgia

Public Policy Research Consultant, August 2000 – February 2001

Completed proposal and outline for comprehensive study of secondary vocational education for state policy makers. Undertook site visits and program assessment. Facilitated strategic planning & policy development session with education officials from 23 states.

Wisconsin Legislative Fiscal Bureau – Madison, Wisconsin

Education Policy and Finance Analyst, July 1996 – June 1998 and January 1999 – July 2000

Prepared nonpartisan research, analysis and policy alternatives for Finance Committee and full Legislature. Wrote informational and analytical documents for public release and confidential legislative review. Led training sessions and participated in policy task forces. Worked with legislative and education agencies, school districts, state and national policy research organizations and interest groups.

- *Lead analyst for new education technology program, resulting in leadership position on new board staff*
- *Lead analyst for multi-billion dollar state school funding program, and efforts to improve urban schools*

Technology for Educational Achievement in Wisconsin Board – Madison, Wisconsin

Interim Policy and Budget Coordinator, June – December 1998

Assisted new state board in start-up operations, policy development and program implementation. Supervised staff. Prepared budget, using performance-based budgeting. Wrote policy papers and acted as liaison to partners and constituents.

University of Minnesota – Minneapolis, Minnesota

Assistant to Director, Minnesota Women's Center, 1993 – 1994; Administrative Assistant, Office of External & State Relations, 1993; Accounting Assistant, Hubert H. Humphrey Institute of Public Affairs, 1992 – 1993

Community Service

Middlebury ID#4 Mary Hogan Elementary School Board

Chair, March 2013 – present; Member, March 2010 – July 2011

Provide policy and finance leadership and direction, and facilitate all board work for a seven-member school board. Act as liaison to school administration and other boards and organizations, and as spokesperson to state and local press & government outlets.

- *Middlebury representative and leader on study committee examining options for school organization and governance. Co-author of committee's final report.*
- *Member of supervisory union board and executive committee*

Addison County Early Childhood Programs, Board Member

Middlebury Cooperative Nursery School, Mary Johnson Children's Center, and Otter Creek Child Center
Member of one or more board throughout 2002 – 2007.

- *Member of negotiation & leadership team facilitating merger of MCNS and MJCC in 2006-07*

Arbor Day and School Tree Planting Leader, 2007-present

Led efforts to plant nearly 40 trees at local schools. Successfully nominated 3rd grade class for 2009 Vermont Tree Steward Award.

Middlebury Parks & Recreation Board, Member, 2004

Assisted with processes of reviewing proposals for community playground design and construction.

Education

Vermont Leadership Institute, Snelling Center for Government

September 2012 – June 2013

Executive and public service leadership program focusing on strategic and collaborative leadership.

Lyndon B. Johnson School of Public Affairs, University of Texas at Austin

Master of Public Affairs, May 1996; Robert Strauss Fellowship, 1994 – 96

LBJ Policy Analysis Fellow, U.S. Department of Housing and Urban Development, Housing Office for People with AIDS, Summer 1995

Master's Thesis: Federalist Partnerships in Housing for People Living with HIV/AIDS

Oberlin College – Oberlin, Ohio, Bachelor of Arts, May 1992; Government major; Women's Studies minor

- *Extracurricular activities included leadership positions with Pro-Choice Oberlin, Oberlin Women's Center, Oberlin Student Cooperative Association, and Oberlin Student Government*

CONTRACTOR NAME

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	8%	\$14,976
K. Williams	Director of Health Center Operations	\$90,000	8%	\$7,200
R. Levasseur	Field Surveyor	\$74,564	8%	\$5,350
S. McGinnis	Director of Risk Quality Management	\$59,196	8%	\$4,854
R. Hardy	Director of Government Grants	\$60,000	8%	\$4,860

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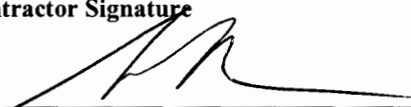
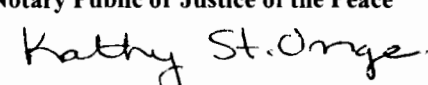
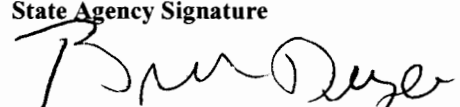

Subject: Family Planning

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-6504	
1.3 Contractor Name Weeks Medical Center		1.4 Contractor Address 170 Middle Street Lancaster, NH 03584	
1.5 Contractor Phone Number 603-788-5398	1.6 Account Number 05-95-90-902010-5330	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$117,100
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 SCOTT HOWE, CHIEF EXECUTIVE OFFICER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cook</u> On <u>6/24/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		KATHY ST. ONGE, Notary Public My Commission Expires June 22, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace KATHY ST. ONGE, ADMINISTRATIVE ASSISTANT			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupre / BOKA CM	
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>7/28/2015</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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials: 
Date: 6/26/2015

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 consent of the N.H. Department of Administrative Services. 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials: _____
Date: 6/30/2015

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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>).

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:
 - 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.



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 Form

New Hampshire Department of Health and Human Services

Bladder/Program Name: Weeks Medical Center

Budget Request for: Family Planning Program (RFP # 16-DHHS-DPHS-FP-02)
(Name of RFP)

Budget Period: July 1, 2015 - June 30, 2016 (SFY 16)

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 62,320.10	\$ -	\$ 62,320.10	\$ -	\$ 3,770.10	\$ -	\$ 66,090.20
2. Employee Benefits	\$ 15,580.03	\$ -	\$ 15,580.03	\$ -	\$ 15,580.03	\$ -	\$ 31,160.06
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 25,537.54	\$ -	\$ 25,537.54	\$ -	\$ 25,537.54	\$ -	\$ 51,075.08
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 2,000.00
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements	\$ 4,725.00	\$ -	\$ 4,725.00	\$ -	\$ 4,725.00	\$ -	\$ 9,450.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SBIRT Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SBIRT Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 110,662.66	\$ -	\$ 110,662.66	\$ -	\$ 82,112.66	\$ -	\$ 192,775.32

0.0%

Indirect As A Percent of Direct

**Exhibit B-2
Budget Form**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Weeks Medical Center

Budget Request for: Family Planning Program (RFP # 16-DHHS-DPHS-FP-02)
(Name of RFP)

Budget Period: July 1, 2016 - June 30, 2017 (SFY 17)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 64,721.67	\$ -	\$ 64,721.67	\$ 6,171.67	\$ -	\$ 6,171.67	\$ -	\$ -	\$ -
2. Employee Benefits	\$ 16,180.42	\$ -	\$ 16,180.42	\$ 16,180.42	\$ -	\$ 16,180.42	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 27,705.63	\$ -	\$ 27,705.63	\$ 27,705.63	\$ -	\$ 27,705.63	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 9,450.00	\$ -	\$ 9,450.00	\$ 9,450.00	\$ -	\$ 9,450.00	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SBIRT Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SBIRT Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 120,057.72	\$ -	\$ 120,057.72	\$ 61,607.72	\$ -	\$ 61,607.72	\$ -	\$ -	\$ -
Indirect As A Percent of Direct		0.0%							



SPECIAL PROVISIONS

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

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



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

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

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



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; and
4. The Division reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



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


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

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

Contractor Name:

6/26/2015
Date


Name: SCOTT HOWE
Title: CHIEF EXECUTIVE OFFICER

Contractor Initials 
Date 6/26/2015



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:

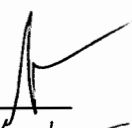
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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:

6/26/2015
Date


Name: SCOTT HOWE
Title: CHIEF EXECUTIVE OFFICER

Contractor Initials 
Date 6/26/2015



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/26/2015
Date


Name: SCOTT HOWE
Title: CHIEF EXECUTIVE OFFICER

Contractor Initials 
Date 6/26/2015



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

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

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

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

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

Exhibit G

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

Contractor Initials

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:

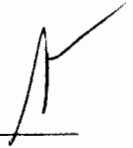
6/26/2015
Date


Name: SCOTT HOWE
Title: CHIEF EXECUTIVE OFFICER

Exhibit G

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

Contractor Initials



Date 6/26/2015



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:

6/30/2015
Date


Name: SCOTT HOWE
Title: CHIEF EXECUTIVE OFFICER

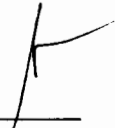
Contractor Initials 
Date 6/30/2015



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH DHP
 The State

[Signature]
 Signature of Authorized Representative

Brook Dupre
 Name of Authorized Representative

Bum CM
 Title of Authorized Representative

6/28/15
 Date

WEEKS MEDICAL CENTER
 Name of the Contractor

[Signature]
 Signature of Authorized Representative

SCOTT HOWE
 Name of Authorized Representative

CHIEF EXECUTIVE OFFICER
 Title of Authorized Representative

6/30/2015
 Date

Contractor Initials [Signature]

Date 6/30/2015



**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:

6/26/2015
Date


Name: SCOTT HOWE
Title: CHIEF EXECUTIVE OFFICER

Contractor Initials SK
Date 6/26/2015



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: 073968752
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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 WEEKS MEDICAL CENTER is a New Hampshire nonprofit corporation formed December 22, 1919. 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 10th 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, David Atkinson, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Weeks Medical Center.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on March 7, 2014:
(Date)


RESOLVED: That the Scott Howe
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 26th day of June, 2015.
(Date Contract Signed)

4. Scott Howe is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos _____

The forgoing instrument was acknowledged before me this 26th day of June, 2015.

By David Atkinson.
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

KATHY ST. ONGE, Notary Public
My Commission Expires June 22, 2016

Commission Expires: _____

Mission Statement

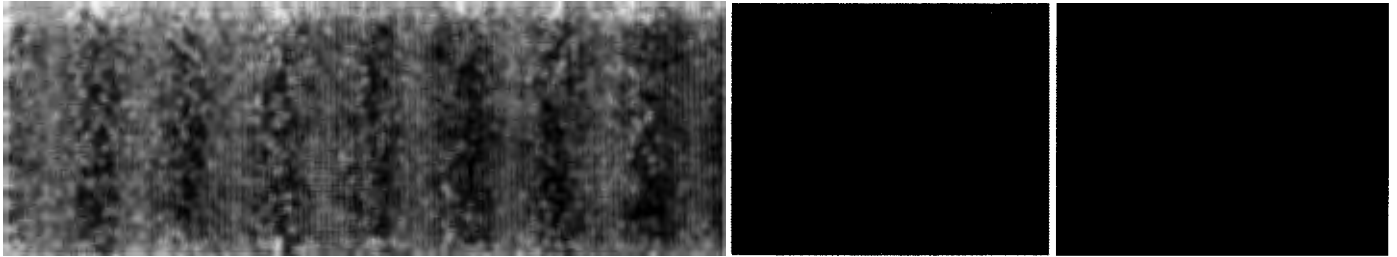
Weeks Medical Center's compassionate staff is committed to providing high quality and efficient health care services to ensure the well-being of our patients, families and communities.

In partnership with our communities, Weeks promotes health by;

- acknowledging that health is physical, spiritual and emotional
- emphasizing personal prevention, education and health information
- working closely with human services providers and local governments
- being closely involved with schools, businesses and churches
- actively participating in community organizations and activities
- learning about local health care needs through listening to all of our communities

Weeks strives to meet those health care needs by;

- matching our services to the needs of the individuals in our communities
- insuring timely access to health care
- providing as many services as possible locally
- delivering those services throughout our communities—in schools, businesses, homes, clinics—as well as in our modern, well-equipped Lancaster facility
- providing smoothly coordinated access to services which cannot be provided locally
- managing health care costs so that local access to health care is protected
- attracting and retaining highly trained, enthusiastic staff members
- satisfying the individuals we serve



Weeks Medical Center

FINANCIAL STATEMENTS

September 30, 2014 and 2013

With Independent Auditor's Report



WEEKS MEDICAL CENTER

September 30, 2014 and 2013

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INDEPENDENT AUDITOR'S REPORT

The Board of Trustees
Weeks Medical Center

We have audited the accompanying financial statements of Weeks Medical Center (Hospital), which comprise the balance sheets as of September 30, 2014 and 2013, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Weeks Medical Center as of September 30, 2014 and 2013, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 18, 2014

WEEKS MEDICAL CENTER

Balance Sheets

September 30, 2014 and 2013

ASSETS

	<u>2014</u>	<u>2013</u>
Current assets		
Cash and cash equivalents	\$ 7,316,720	\$ 4,275,053
Patient accounts receivable, net of allowances of \$4,803,422 and \$5,325,897 in 2014 and 2013, respectively	4,230,585	5,218,935
Other accounts receivable	1,532,973	2,075,767
Supplies	747,048	785,686
Prepaid expenses	<u>663,358</u>	<u>500,860</u>
Total current assets	14,490,684	12,856,301
Investments	16,437,438	15,152,714
Property and equipment, net	15,353,690	16,025,201
Deferred financing costs, net	<u>113,024</u>	<u>120,125</u>
Total assets	<u>\$ 46,394,836</u>	<u>\$ 44,154,341</u>

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

LIABILITIES AND NET ASSETS

	<u>2014</u>	<u>2013</u>
Current liabilities		
Current portion of long-term debt and capital leases	\$ 349,689	\$ 348,973
Accounts payable and accrued expenses	1,038,020	1,062,684
Accrued salaries, wages and related accounts	2,120,894	2,392,582
Deferred revenue	819,076	1,669,231
Estimated third-party payor settlements	<u>5,722,678</u>	<u>3,327,556</u>
Total current liabilities	10,050,357	8,801,026
Long-term debt and capital leases, less current portion	8,411,242	8,760,072
Interest rate swap	<u>442,706</u>	<u>582,782</u>
Total liabilities	<u>18,904,305</u>	<u>18,143,880</u>
Net assets		
Unrestricted	25,872,017	24,416,246
Temporarily restricted	628,215	606,201
Permanently restricted	<u>990,299</u>	<u>988,014</u>
Total net assets	<u>27,490,531</u>	<u>26,010,461</u>
Total liabilities and net assets	<u>\$ 46,394,836</u>	<u>\$ 44,154,341</u>

WEEKS MEDICAL CENTER

Statements of Operations

Years Ended September 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Unrestricted revenues, gains, and other support		
Patient service revenue (net of contractual allowances and discounts)	\$ 39,000,305	\$ 38,559,674
Provision for bad debts	<u>1,934,949</u>	<u>2,113,281</u>
Net patient service revenue	<u>37,065,356</u>	36,446,393
Net assets released from restrictions used for operations	<u>81,757</u>	94,605
Other operating revenue	<u>3,172,984</u>	<u>3,033,003</u>
Total unrestricted revenues, gains and other support	<u>40,320,097</u>	<u>39,574,001</u>
Expenses		
Salaries and wages	13,973,409	14,050,568
Employee benefits	4,109,410	4,118,083
Physician salaries and fees	7,753,453	8,092,709
Medicaid enhancement tax	1,349,260	1,330,368
Contract labor	482,187	553,845
Medical supplies	3,998,944	4,295,686
Other supplies and services	4,605,524	4,322,719
Utilities	712,935	743,548
Insurance	329,186	328,563
Depreciation and amortization	2,565,620	2,536,594
Interest	<u>446,836</u>	<u>458,132</u>
Total expenses	<u>40,326,764</u>	<u>40,830,815</u>
Operating loss	<u>(6,667)</u>	<u>(1,256,814)</u>
Nonoperating gains		
Contributions	1,470	6,457
Investment income, net	1,290,296	1,315,687
Unrealized gain on interest rate swap	<u>140,076</u>	<u>280,276</u>
Total nonoperating gains	<u>1,431,842</u>	<u>1,602,420</u>
Excess of revenues, gains, and other support over expenses and nonoperating gains and before discontinued operations	1,425,175	345,606
Discontinued operations	<u>(8,806)</u>	<u>(88,126)</u>
Excess of revenues, gains, and other support over expenses and nonoperating gains	1,416,369	257,480
Net assets released from restrictions for capital acquisitions	<u>39,402</u>	<u>27,002</u>
Increase in unrestricted net assets	1,455,771	284,482
Unrestricted net assets, beginning of year	<u>24,416,246</u>	<u>24,131,764</u>
Unrestricted net assets, end of year	\$ <u>25,872,017</u>	\$ <u>24,416,246</u>

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

WEEKS MEDICAL CENTER

Statements of Changes in Net Assets

Years Ended September 30, 2014 and 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Balances, October 1, 2012	\$ <u>24,131,764</u>	\$ <u>561,889</u>	\$ <u>988,014</u>	\$ <u>25,681,667</u>
Excess of revenues, gains and other support over expenses and losses	257,480	-	-	257,480
Change in net unrealized gains on investments		14,686	-	14,686
Restricted investment income	-	21,059	-	21,059
Restricted contributions	-	130,174	-	130,174
Net assets released from restrictions used for operations		(94,605)	-	(94,605)
Net assets released from restrictions for capital acquisitions	<u>27,002</u>	<u>(27,002)</u>	-	-
Change in net assets	<u>284,482</u>	<u>44,312</u>	-	<u>328,794</u>
Balances, September 30, 2013	<u>24,416,246</u>	<u>606,201</u>	<u>988,014</u>	<u>26,010,461</u>
Excess of revenues, gains and other support over expenses and losses	1,416,369	-	-	1,416,369
Change in net unrealized gains on investments	-	34,158	-	34,158
Restricted investment income	-	12,095	-	12,095
Restricted contributions	-	96,920	2,285	99,205
Net assets released from restrictions used for operations	-	(81,757)	-	(81,757)
Net assets released from restrictions for capital acquisitions	<u>39,402</u>	<u>(39,402)</u>	-	-
Change in net assets	<u>1,455,771</u>	<u>22,014</u>	<u>2,285</u>	<u>1,480,070</u>
Balances, September 30, 2014	\$ <u>25,872,017</u>	\$ <u>628,215</u>	\$ <u>990,299</u>	\$ <u>27,490,531</u>

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

WEEKS MEDICAL CENTER

Statements of Cash Flows

Years Ended September 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities		
Change in net assets	\$ 1,480,070	\$ 328,794
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	2,565,620	2,536,594
Loss (gain) on sale of equipment	19,212	(7,954)
Provision for bad debts	1,934,949	2,113,281
Realized and unrealized gains on investments	(969,739)	(993,171)
Unrealized gain on interest rate swap	(140,076)	(280,276)
(Increase) decrease in		
Patient accounts receivable	(946,599)	(2,373,910)
Other accounts receivable	542,794	(917,171)
Supplies	38,638	(1,963)
Prepaid expenses	(162,498)	(264,911)
Increase (decrease) in		
Accounts payable and accrued expenses	(24,664)	(1,198,847)
Accrued salaries, wages and related accounts	(271,688)	173,676
Deferred revenue	(850,155)	1,238,635
Estimated third-party settlements	<u>2,395,122</u>	<u>3,091,681</u>
Net cash provided by operating activities	<u>5,610,986</u>	<u>3,444,458</u>
Cash flows from investing activities		
Proceeds from sale of equipment	1,500	26,482
Purchases of property and equipment	(1,907,720)	(1,103,485)
Proceeds from sales of investments	2,831,782	3,951,091
Purchase of investments	<u>(3,146,767)</u>	<u>(4,251,767)</u>
Net cash used by investing activities	<u>(2,221,205)</u>	<u>(1,377,679)</u>
Cash flows from financing activities		
Repayments of long-term debt	<u>(348,114)</u>	<u>(338,103)</u>
Net cash used by financing activities	<u>(348,114)</u>	<u>(338,103)</u>
Net increase in cash	3,041,667	1,728,676
Cash and cash equivalents, beginning of year	<u>4,275,053</u>	<u>2,546,377</u>
Cash and cash equivalents, end of year	\$ <u>7,316,720</u>	\$ <u>4,275,053</u>
Supplemental disclosure of cash flow information		
Cash paid for interest	\$ <u>446,836</u>	\$ <u>458,132</u>

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

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

Nature of Operations

Weeks Medical Center (Hospital), a New Hampshire not-for-profit corporation, provides medical services on an inpatient and outpatient basis in Northern New Hampshire. New England Alliance for Health (NEAH) was formed, effective January 1, 2009, which is a limited liability company owned and managed by Mary Hitchcock Memorial Hospital. NEAH is an alliance of healthcare providers that provides services to its members. NEAH is not a parent organization of the Hospital and, as such, does not have powers reserved to it. The accompanying financial statements represent only the accounts of the Hospital and not those of NEAH.

1. Summary of Significant Accounting Policies

Basis of Financial Statement Presentation

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958, *Not-for-Profit Entities*. Under FASB ASC 958, all not-for-profit organizations are required to provide a balance sheet, a statement of operations and a statement of cash flows.

ASC 958 also requires that the amounts for each of the three classes of net assets - permanently restricted, temporarily restricted, and unrestricted - be displayed in a balance sheet and that the change in those classes of net assets be displayed in a statement of operations.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents include all cash in banks and certificates of deposit with an original maturity of three months or less, excluding amounts whose use is limited by Board designation or amounts included in investments for temporarily and permanently restricted net assets.

Patient Accounts Receivable

Patient accounts receivable are carried at the amount management expects to collect from outstanding balances.

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

Patient receivables are periodically evaluated for collectibility based on credit history and current financial condition. Provisions for losses on receivables are determined on the basis of loss experience, known and inherent risks, estimated value of collateral and current economic conditions. The Hospital uses the allowance method to account for uncollectible accounts receivable.

In evaluating the collectibility of accounts receivable, the Hospital analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts and the provision for bad debts. Data in each major payor source are regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to patients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established at varying levels based on the age of the receivables and the payor source. For receivables relating to self-pay patients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of patients to pay amounts for which they are financially responsible. Actual write-offs are charged against the allowance for doubtful accounts.

Investments and Investment Income

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the balance sheet. Management has adopted FASB ASC 825-10-35-4 and has elected the fair value option relative to its investments which consolidates all investment performance activity within the nonoperating gains section of the statements of operations.

Temporarily donor-restricted investment income and gains on investments on donor-restricted investments are recorded within temporarily restricted net assets until expended in accordance with the donor's restrictions.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the Hospital are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the conditions on which they depend are substantially met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When donor restrictions expire, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations as net assets released from restrictions. Donor restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

Supplies

Supplies are carried at the lower of cost (determined by the first-in, first-out method) or market.

Property and Equipment

Property and equipment acquisitions are recorded at cost, or if contributed, at fair market value determined at the date of donation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Equipment under capital lease obligations is amortized on the straight-line method over the shorter period of the lease term or the asset's estimated useful life. Such amortization is included in depreciation and amortization in the financial statements. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

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

Deferred Financing Costs

Deferred financing costs represent costs incurred in connection with the issuance of long-term debt. Such costs are amortized over the term of the respective debt using the straight-line method. Deferred financing costs are recorded net of accumulated amortization of \$46,525 and \$39,424 as of September 30, 2014 and 2013, respectively.

Interest Rate Swap

The Hospital uses an interest rate swap contract to eliminate the cash flow exposure of interest rate movements on variable-rate debt. The Hospital has adopted FASB ASC 815, *Derivatives and Hedging*, to account for its interest rate swap contracts. The interest rate swap contracts are not designated as cash flow hedges, and thus are included within nonoperating gains.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Hospital have been limited by donors to a specific time period or purpose. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations as either net assets released from restrictions for operations or net assets released from restrictions used for capital acquisition.

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

Nonoperating Gains

Activities, other than in connection with providing health care services, are considered nonoperating. Nonoperating gains and losses consist primarily of income on invested funds, unrestricted gifts, and unrealized gain on interest rate swap.

Contributions

Contributions, including unconditional promises to give, are recognized as revenues in the period received. Contributions of assets other than cash are recorded at their estimated fair value. Contributions to be received after one year are discounted at an appropriate discount rate commensurate with the risks involved. Amortization of the discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contribution. An allowance for uncollectible contributions receivable is provided based upon management's judgment of potential defaults. The determination includes such factors as prior collection history, type of contribution and nature of fundraising activity.

Net Patient Service Revenue

The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts different from established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges and per diem rates. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods, as final settlements are determined. Management believes that adequate provision has been made for adjustments that may result from final determination of amounts earned under these programs.

Excess of Revenues, Gains and Other Support Over Expenses and Nonoperating Gains

The statements of operations include excess of revenues, gains, and other support over expenses and nonoperating gains. Changes in unrestricted net assets which are excluded from this measure, consistent with industry practice, are assets released from restrictions for capital acquisitions.

Charity Care

The Hospital provides care, without charge or at amounts less than its established rates, to patients who meet certain criteria under its charity care policy. The criteria for charity care consider such factors as family income and net worth. Because the Hospital does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

Income Taxes

The Hospital is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes on related income.

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Subsequent Events

Management has considered transactions or events through December 18, 2014, which was the date the financial statements were issued. Management has not considered transactions or events subsequent to this date for inclusion in the financial statements.

Reclassifications

Certain reclassifications have been made to the 2013 financial statements to conform to the 2014 presentation.

2. Net Patient Service Revenue and Patient Accounts Receivable

Net Patient Service Revenue

Patient service revenue is reported net of contractual allowances and other discounts as follows for the years ended September 30:

	<u>2014</u>	<u>2013</u>
Gross patient service revenue	\$ 70,636,539	\$ 69,990,543
Less contractual allowances	(29,340,162)	(28,803,565)
Less charity care	<u>(2,296,072)</u>	<u>(2,627,304)</u>
Patient service revenue (net of contractual allowances and discounts)	39,000,305	38,559,674
Less provision for bad debts	<u>1,934,949</u>	<u>2,113,281</u>
Net patient service revenue	\$ <u>37,065,356</u>	\$ <u>36,446,393</u>

Patient Accounts Receivable

Patient accounts receivable is stated net of estimated contractual allowances and allowances for doubtful accounts as of September 30:

	<u>2014</u>	<u>2013</u>
Gross patient accounts receivable	\$ 9,034,007	\$ 10,544,832
Less: Estimated contractual allowances	2,922,700	3,033,279
Estimated allowance for doubtful accounts and charity care	<u>1,880,722</u>	<u>2,292,618</u>
Net patient accounts receivable	\$ <u>4,230,585</u>	\$ <u>5,218,935</u>

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Estimated allowance for doubtful accounts at September 30:

	<u>2014</u>	<u>2013</u>
Self-pay patients	\$ 770,813	\$ 752,954
All other payors	<u>365,670</u>	<u>316,155</u>
	<u>\$ 1,136,483</u>	<u>\$ 1,069,109</u>

During 2014, self-pay write-offs increased from \$2,289,613 to \$2,850,708 and decreased from \$2,573,920 to \$2,289,613 during 2013. Such changes resulted from trends experienced in the collection of amounts from self-pay patients and third-party payors.

The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts, different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

The Hospital is a Critical Access Hospital (CAH). Under the CAH program, the Hospital is reimbursed at 101% of allowable costs for its inpatients and most outpatient services provided to Medicare patients. The Hospital is reimbursed at tentative rates with final determination after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary. The Hospital's Medicare cost reports have been audited by the fiscal intermediary through September 30, 2011.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are reimbursed under prospectively determined per-diem rates. The prospectively determined per-diem rates are not subject to retroactive adjustment. Outpatient services rendered to Medicaid beneficiaries are reimbursed on a cost reimbursement methodology and a national fee schedule for certain services. The Hospital is reimbursed for outpatient services at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the fiscal intermediary. The Hospital's Medicaid cost reports have been audited by the fiscal intermediary through September 30, 2011.

Anthem

Inpatient and outpatient services rendered to Anthem subscribers are reimbursed based on standard charges less a negotiated discount, except for lab and radiology services which are reimbursed on fee schedules.

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The Hospital has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the Hospital under these agreements includes prospectively determined rates, discount from charges and prospectively determined daily rates.

Revenue from the Medicare and Medicaid programs accounted for approximately 56% and 10%, respectively, of the Hospital's net patient service revenue for the year ended 2014, and 55% and 9%, respectively, of the Hospital's net patient service revenue for the year ended 2013. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. Net patient service revenue decreased approximately \$43,000 and \$1,300,000 in 2014 and 2013, respectively, due to differences in settlements from amounts previously estimated.

The Hospital recognizes patient service revenue relating to services rendered to patients having third-party payor coverage on the basis of contractual rates for such services. For services rendered to self-pay or uninsured patients, revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay patients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Patient service revenue, net of contractual allowances and discounts, but before the provision for bad debts, recognized during 2014 totaled \$39,000,305, of which \$35,179,060 was revenue from third-party payors and \$3,821,245 was revenue from self-pay patients. Patient service revenue, net of contractual allowances and discounts, but before the provision for bad debts, recognized during 2013 totaled \$38,559,674, of which \$33,331,832 was revenue from third-party payors and \$5,227,842 was revenue from self-pay patients.

3. Community Benefit

The Hospital provides services without charge or at amounts less than the established rates, to parties who meet the criteria of its charity care policy. The criteria for charity care measures family income against the income poverty guidelines established by the Department of Health and Human Services (DHHS).

Discounts are provided on a sliding scale based on the relationship of family size and income level against the income poverty guidelines established by DHHS and as set forth in the charity care policy.

The net cost of charity care provided was approximately \$1,318,000 and \$1,559,000 for the years ended September 30, 2014 and 2013, respectively. The total cost estimate is based on an overall cost to charge ratio applied against gross charity care charges. In 2014 and 2013, 3.3% and 3.8%, respectively, of all services as defined by percentage of gross revenue was provided on a charity care basis.

In 2014, of a total of 864 inpatients, 61 received their entire episode of service on a charity care basis. In 2013, of a total of 919 inpatients, 76 received their entire episode of service on a charity care basis.

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In 2014, of a total of 79,641 outpatients, 3,208 received their entire episode of service on a charity care basis. In 2013, of a total of 80,898 outpatients, 5,146 received their entire episode of service on a charity care basis.

4. Property and Equipment

The major categories of property and equipment are as follows:

	<u>2014</u>	<u>2013</u>
Land and improvements	\$ 1,018,880	\$ 975,177
Buildings	13,411,357	13,154,848
Fixed equipment - buildings and improvements	13,025,426	12,275,541
Fixed equipment - departmental	460,926	461,418
Major movable equipment	12,233,029	11,136,225
Construction in progress	<u>113,685</u>	<u>707,805</u>
	40,263,303	38,711,014
Less: accumulated depreciation	<u>24,909,613</u>	<u>22,685,813</u>
	<u>\$ 15,353,690</u>	<u>\$ 16,025,201</u>

5. Investment and Investment Income

Investments consisted of the following as of September 30:

	<u>2014</u>	<u>2013</u>
Internally designated investments		
Cash and cash equivalents	\$ 1,451,920	\$ 1,092,419
Marketable equity securities	8,288,866	7,664,644
Corporate bonds	3,101,230	3,636,190
U.S. Treasury obligations and government securities	<u>2,093,874</u>	<u>1,287,637</u>
	<u>14,935,890</u>	<u>13,680,890</u>
Restricted investments		
Cash and cash equivalents	177,913	225,839
Certificate of deposit	327,280	327,280
Marketable equity securities	325,800	288,747
Corporate bonds	416,039	522,357
U.S. Treasury obligations and government securities	<u>254,516</u>	<u>107,601</u>
	<u>1,501,548</u>	<u>1,471,824</u>
	<u>\$ 16,437,438</u>	<u>\$ 15,152,714</u>

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Total investment return is comprised of the following for the years ended September 30:

	<u>2014</u>	<u>2013</u>
Interest and dividend income		
Unrestricted	\$ 354,715	\$ 337,202
Temporarily restricted	12,095	21,059
Unrealized gains		
Unrestricted	566,264	981,098
Temporarily restricted	34,158	14,686
Realized gains (losses)		
Unrestricted	<u>369,317</u>	<u>(2,613)</u>
	<u>\$ 1,336,549</u>	<u>\$ 1,351,432</u>

Endowment

Return Objectives and Risk Parameters

The Hospital has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Hospital must hold in perpetuity or for a donor-specified period(s). Under this policy, as approved by the Board of Trustees, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of the S&P 500 index while assuming a moderate level of investment risk. The Hospital expects its endowment funds, over time, to provide an average rate of return of approximately nine percent annually. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Hospital 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). The Hospital targets a diversified asset allocation that places a weighted ratio on equity-based and fixed income investments to achieve its long-term return objectives within prudent risk constraints.

Uniform Prudent Management of Institutional Funds Act

Effective July 1, 2008, the State of New Hampshire adopted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) enacted as Revised Statutes Annotated (RSA) Chapter 292-B. This RSA provides guidance and special rules for the management of endowment funds. Unexpended investment income on permanently restricted net assets is required to be reported as temporarily restricted net assets until expended.

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Endowment (donor-restricted) net asset composition by type of fund as of September 30:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Balances, October 1, 2012	\$ <u>143,598</u>	\$ <u>988,014</u>	\$ <u>1,131,612</u>
Investment return			
Investment income, net	3,935	-	3,935
Net appreciation (realized and unrealized)	<u>8,973</u>	<u>-</u>	<u>8,973</u>
Total investment return	<u>12,908</u>	<u>-</u>	<u>12,908</u>
Balances, September 30, 2013	<u>156,506</u>	<u>988,014</u>	<u>1,144,520</u>
Investment return			
Investment income, net	1,711	-	1,711
Net appreciation (realized and unrealized)	<u>25,752</u>	<u>-</u>	<u>25,752</u>
Total investment return	<u>27,463</u>	<u>-</u>	<u>27,463</u>
Contributions	<u>-</u>	<u>2,285</u>	<u>2,285</u>
Balances, September 30, 2014	<u>\$ 183,969</u>	<u>\$ 990,299</u>	<u>\$ 1,174,268</u>

6. Borrowings

Long-term debt consisted of the following as of September 30:

	<u>2014</u>	<u>2013</u>
Business Finance Authority of the State of New Hampshire (Authority) variable rate (2.59% at September 30, 2014) Hospital Revenue Series 2010 Bonds due September 2030. Principal payments are due in annual installments, ranging from \$339,000 in 2015 to \$760,000 in 2030; collateralized by substantially all of the property and equipment of the Hospital.	\$ <u>8,741,500</u>	\$ 9,080,500
Capital lease obligation, at 7.58%, due in 2016; collateralized by leased equipment.	<u>19,431</u>	<u>28,545</u>
	<u>8,760,931</u>	9,109,045
Less current maturities	<u>349,689</u>	<u>348,973</u>
	<u>\$ 8,411,242</u>	<u>\$ 8,760,072</u>

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The bond agreements require that the Hospital meet certain covenants. As of September 30, 2014 and 2013, the Hospital was in compliance with these covenants.

Estimated maturities for long-term debt in subsequent fiscal years from September 30, 2014 are as follows:

	Long-Term Debt (Excluding Capital Lease Obligations)	Capital Lease Obligations
2015	\$ 339,000	\$ 11,856
2016	390,000	8,949
2017	390,000	-
2018	417,000	-
2019	444,000	-
Thereafter	<u>6,761,500</u>	<u>-</u>
	<u>\$ 8,741,500</u>	20,805
Less amounts representing interest		<u>1,374</u>
		<u>\$ 19,431</u>

Interest Rate Swap

In connection with the issuance of the 2005 bonds, the Hospital entered into three interest rate swap agreements to hedge the interest rate risk associated with the 2005 bonds. The swaps were retained subsequent to the refinancing in 2010. Under these agreements, the Hospital makes and receives payments based on the difference between the fixed-rate interest payments and the variable market-indexed payments. The notional amounts of the interest rate swaps outstanding totaled \$5,255,050 and \$5,397,100 at September 30, 2014 and 2013, respectively. The two interest rate swap agreements expiring on June 30, 2015 require the Hospital pay a fixed interest rate of 4.64% and 3.67% in exchange for a variable rate of USD-LIBOR-BBA and USD-BMA Municipal Swap Index, respectively. The interest rate swap agreement expiring on June 30, 2020 requires the Hospital pay a fixed interest rate of 3.84% in exchange for a variable rate of USD-BMA Municipal Swap Index.

The Hospital is required to include the fair value of the swap in the balance sheet, and annual changes, if any, in the fair value of the swap in the statement of operations. For example, during the Bonds' 20-year holding period, the annually calculated value of the swap will be reported as an asset if the interest rates increase above those in effect on the date the swap was entered into (and as an unrealized gain in the statements of operations), which will generally be indicative that the net fixed rate the Hospital is paying is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the statements of operations) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Hospital is paying on the

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swap is above market expectations of rates during the remaining term of the swap. These annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the swaps' terms. The Hospital retains the sole right to terminate the swap agreements should the need arise. The Hospital recorded the swaps at their liability position of \$442,706 and \$582,782 at September 30, 2014 and 2013, respectively.

7. Commitments and Contingencies

Liability Insurance Coverage

The Hospital insures its comprehensive general liability and professional liability exposures on a claims-made basis, including prior acts coverage, with a commercial carrier. The coverage is provided by primary and excess insurance policies subject to shared policy limits with other selected NEAH entities located in Massachusetts, New Hampshire and Vermont. The policies are renewable on an annual basis and have been renewed through September 30, 2014. All known significant asserted and unasserted claims alleging malpractice have been communicated to the insurer who is responsible for resolving the claim and the related costs of litigation.

GAAP requires the Hospital to accrue the ultimate cost of liability claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Hospital has evaluated its exposure to losses arising from potential claims and determined that no such accrual is necessary for the year ended September 30, 2014.

Health Insurance

In January 2008, the Hospital established an HMO medical plan and a high deductible health savings account (HSA) plan for their employees. The HSA is funded by the employees, and a deduction is available pre-tax through payroll. In order to assist employees with meeting this higher deductible, the Hospital also established a Health Reimbursement Account (HRA) which will reimburse employees for medical expenses incurred over their portion of the deductible, until the full deductible is met. If expenses over their portion of the deductible are not met by the employee, the HRA funds remain the property of the Hospital. All HSA funds contributed by the employee remain their property.

The HSA plan has a single person deductible of \$5,000, of which the Hospital would reimburse up to the last \$3,750 and a two person or family plan total deductible of \$10,000, of which the Hospital would reimburse up to the last \$7,500.

As of September 30, 2014 and 2013, a reserve was established in the amount of \$14,112 and \$97,026, respectively, to fund potential claims by employees who are eligible for reimbursement for their incurred deductible expenses through the HRA.

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Disproportionate Share Payments

Medicaid disproportionate share hospital (DSH) payments provide financial assistance to hospitals that serve a large number of low-income patients. The federal government distributes federal DSH funds to each state based on a statutory formula. The states, in turn, distribute their portion of the DSH funding among qualifying hospitals. The states are to use their federal DSH allotments to help cover costs of hospitals that provide care to low-income patients when those costs are not covered by other payors. The State of New Hampshire's distribution of DSH monies to the hospitals is subject to audit by the Centers for Medicare and Medicaid Services. Amounts recorded by the Hospital are therefore subject to change.

8. Retirement Plan

The Hospital has a 403(b) tax sheltered annuity plan that covers substantially all full-time employees and part-time employees who work over 1,000 hours. Contributions are computed as a percentage of earnings and are funded as accrued. The pension plan expense for the years ended September 30, 2014 and 2013 was \$467,277 and \$505,276, respectively.

9. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes or periods at September 30:

	<u>2014</u>	<u>2013</u>
Indigent care	\$ 255,725	\$ 265,029
Health education	188,521	184,666
Endowment accumulated earnings	<u>183,969</u>	<u>156,506</u>
	<u>\$ 628,215</u>	<u>\$ 606,201</u>

Permanently restricted net assets are restricted to the following at September 30:

	<u>2014</u>	<u>2013</u>
Investments to be held in perpetuity, the income from which is expendable to support health care services (reported as non-operating income)	<u>\$ 990,299</u>	<u>\$ 988,014</u>

During 2014 and 2013, net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes of capital acquisitions, indigent care and health care education in the amounts of \$121,159 and \$121,607, respectively.

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10. Concentration of Credit Risk

The Hospital maintains cash balances at several financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times during the year, the Hospital's cash in bank exceeded insured limits. The Hospital has not incurred any losses from uninsured cash in bank as of September 30, 2014.

The Hospital grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors at September 30, 2014 and 2013 was as follows:

	<u>2014</u>	<u>2013</u>
Medicare	41 %	39 %
Medicaid	11	12
Blue Cross/HMO	9	6
Other third-party payors	13	14
Patients	<u>26</u>	<u>29</u>
	<u>100 %</u>	<u>100 %</u>

11. Functional Expenses

The Hospital provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2014</u>	<u>2013</u>
Health care services	\$34,199,431	\$35,974,324
General and administrative	<u>7,264,489</u>	<u>7,896,803</u>
	<u>\$41,463,920</u>	<u>\$43,871,127</u>

12. Fair Value of Financial Instruments

Fair Value Measurements

FASB ASC 820 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 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) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

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Level 2 - Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3 - Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Assets and liabilities measured at fair value on a recurring basis are summarized below.

	<u>Fair Value Measurements at September 30, 2014</u>		
	<u>Total</u>	<u>Quoted Prices In Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>
Assets			
Cash and cash equivalents	\$ 1,629,833	\$ 1,629,833	\$ -
Certificates of deposit	327,280	327,280	-
Marketable equity securities			
Materials	836,454	836,454	-
Industrials	1,363,656	1,363,656	-
Telecommunications	255,690	255,690	-
Consumer	2,228,609	2,228,609	-
Energy	682,775	682,775	-
Financial services	925,958	925,958	-
Health care	886,091	886,091	-
Information technology	1,110,521	1,110,521	-
Equity funds	219,316	219,316	-
Other	<u>105,596</u>	<u>105,596</u>	<u>-</u>
Total marketable equity securities	8,614,666	8,614,666	-
Corporate bonds	3,517,269	-	3,517,269
U.S. Treasury obligations and government securities	<u>2,348,390</u>	<u>2,348,390</u>	<u>-</u>
Total assets at fair value	<u>\$ 16,437,438</u>	<u>\$ 12,920,169</u>	<u>\$ 3,517,269</u>
Liabilities			
Interest rate swap	<u>\$ 442,706</u>	<u>\$ -</u>	<u>\$ 442,706</u>

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	<u>Fair Value Measurements at September 30, 2013</u>		
	<u>Total</u>	<u>Quoted Prices In Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>
Assets			
Cash and cash equivalents	\$ 1,318,258	\$ 1,318,258	\$ -
Certificates of deposit	327,280	327,280	-
Marketable equity securities			
Materials	638,374	638,374	-
Industrials	1,452,472	1,452,472	-
Telecommunications	241,485	241,485	-
Consumer	2,046,063	2,046,063	-
Energy	745,207	745,207	-
Financial services	772,961	772,961	-
Health care	758,677	758,677	-
Information technology	982,725	982,725	-
Equity funds	216,726	216,726	-
Other	<u>98,701</u>	<u>98,701</u>	<u>-</u>
Total marketable equity securities	7,953,391	7,953,391	-
Corporate bonds	4,158,547	-	4,158,547
U.S. Treasury obligations and government securities	<u>1,395,238</u>	<u>1,395,238</u>	<u>-</u>
Total assets at fair value	<u>\$ 15,152,714</u>	<u>\$ 10,994,167</u>	<u>\$ 4,158,547</u>
Liabilities			
Interest rate swap	<u>\$ 582,782</u>	<u>\$ -</u>	<u>\$ 582,782</u>

The fair value for Level 2 assets is primarily based on market prices of comparable securities, interest rates, and credit risk. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

The Hospital's financial instruments consist of cash and cash equivalents, investments, estimated third-party payor settlements, long-term debt and leases, and interest rate swaps. The carrying amount of cash and cash equivalents, estimated third-party payor settlements, and long-term debt and leases approximate fair value using Level 1 inputs. The fair value of investments and interest rate swaps was determined using methods and inputs described in the first section of this note.

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13. Meaningful Use Revenues

The Medicare and Medicaid electronic health record (EHR) incentive programs provide a financial incentive for achieving "meaningful use" of certified EHR technology. The criteria for meaningful use will be staged in three steps from fiscal year 2012 through 2016. The meaningful use attestation is subject to audit by CMS 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 or all of the incentive payments received by the Hospital.

The Medicaid program will provide incentive payments to hospitals and eligible professionals as they adopt, implement, upgrade or demonstrate meaningful use in the first year of participation and demonstrate meaningful use for up to five remaining participation years.

During 2014 and 2013, the Hospital demonstrated meaningful use related to its certified EHR system, allowing the Hospital to be eligible to receive EHR incentive payments from Medicare and Medicaid. During 2014, the Hospital recorded meaningful use revenues of \$860,295 related to Medicare and \$216,299 related to Medicaid. During 2013, the Hospital recorded meaningful use revenues of \$1,047,928 related to Medicare and \$83,354 related to Medicaid.

As of September 30, 2014 and 2013, the Hospital has recorded approximately \$605,000 and \$1,165,000, respectively, in deferred revenue as the Hospital will recognize the Medicare incentive income over the useful lives of the assets. As of September 30, 2014 and 2013, the Hospital had not received approximately \$40,000 and \$1,172,000, respectively, of EHR incentive payments, which is included in other accounts receivable. These amounts were received subsequent to the end of the year.

14. Related Party

As of July 1, 2012, the Hospital formed an LLC, Northern New Hampshire Healthcare Management (NNHHM), with Upper Connecticut Valley Hospital (UCVH), and Androscoggin Valley Hospital (AVH), to provide a vehicle for shared saving arrangements within Coos County. NNHHM currently provides management services for UCVH which consist of the Chief Administrative Officer (CAO) and Chief Financial Officer (CFO). The CAO position is paid through NNHHM effective January 1, 2013. The CFO position is shared with the Hospital, and is being compensated for these services based on the allocated salary and benefits of the personnel performing these services.

As of April 10, 2013, the Hospital has formed a corporation, Northern New Hampshire Healthcare Collaborative, Inc. (NNHHC), with UCVH and AVH to provide a vehicle for shared ownership arrangements between three organizations. An application for tax-exempt status was filed with the IRS on July 9, 2013. Non-profit status was granted effective March 26, 2013.

Effective July 19, 2013, AVH Home Health has joined with Weeks Home Health & Hospice, d/b/a Northwoods Home Health & Hospice. As of January 1, 2014, ownership of Northwoods Home Health & Hospice was transferred to NNHHC.

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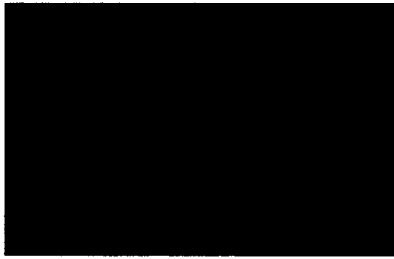
Notes to Financial Statements

September 30, 2014 and 2013

On July 21, 2014, the Hospital, along with three other hospitals in the North Country, Androscoggin Valley Hospital, Littleton Regional Healthcare, and Upper Connecticut Valley Hospital, have signed a non-binding letter of intent to create a common parent organization that would serve all communities in the North Country. The letter of intent provides a way forward for each of the organizations working together with the others to seek both regulatory approvals needed for this business affiliation. Under this arrangement, the four hospitals would each exchange some autonomy, given to the parent organization, to enable the hospitals to develop a highly-coordinated health care network that will improve quality, increase efficiencies and lower cost of health care delivery in the region.

15. Discontinued Operations

In January 2014, the Hospital's home health division formally ceased operations under the Hospital and joined NNHHC. All home health services were treated as discontinued operations for fiscal years 2014 and 2013. Net patient service revenue of \$1,128,350 and \$2,952,186 is reported net of related expenses of \$1,137,156 and \$3,040,312 for the fiscal years ending September 30, 2014 and 2013, respectively.



**Weeks Medical Center
Board of Trustees and Officers – 2015**

Name	Office	Term	Term Expires
David Atkinson	President	2 years	December 2016
Scott Burns		2 years	December 2016
George Cook		2 years	December 2017
Dennis Couture		2 years	December 2015
Donald Crane	Treasurer	2 years	December 2017
Sarah Desrochers	Secretary	2 years	December 2016
William Everleth		2 years	December 2017
Charlie Fitch		2 years	December 2015
Stanley Holz	Vice President	2 years	December 2016
Patrick Kelly		2 years	December 2016
Dana Muzzey		2 years	December 2017
Patsy Pilgrim		2 years	December 2015
Lisa Tetreault	Member at Large	2 years	December 2016
Keith Young		2 years	January 2015

Scott Howe	CEO
Celeste Pitts	CFO
Lars Nielson	Chief Medical Officer
Donna Walker	CNE
Mederic LeBlanc, MD	Medical Staff President

Honorary Members

Rebecca More	Honorary Trustee
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Kathy.St.Onge@weeksmedical.org

Administrative Assistant 788-5026 – W


Revised: 1/1/2015

STAFF AND RESUMES

Sonya Gilbert, PA-C

SONYA R. GILBERT, PA-C

Physician Assistant



EDUCATION

- 2001-2003 School of Allied Health, Medical College of Georgia, Augusta, GA. Bachelor of Science Degree in Physician Assistant Studies, with honors.
- 1997-2000 Augusta State University, Augusta Georgia. Pre-Physician Assistant Curriculum.
- 1990 Hesser College, Nashua, NH.
- + 1989-1990 University of Maryland, Augsburg, Germany.
- 1986-1987 Hesser College, Portsmouth, NH

PROFESSIONAL/WORK EXPERIENCE

- 10 2008-Present Weeks Medical Center (Groveton & Whitefield, NH). Primary Care Provider for two location to include Family Planning in the Groveton office. Duties include: physical exams, treatment plans, prescriptions, ordering & interpretation of laboratory tests and diagnostic studies.
- 12 03 07- 10 2008 Family Med Centers (Aiken, SC). Primary care provider for a large, private family medicine practice. Duties include: occupational and primary care history and physical examination, development of treatment plans, prescription of medications, ordering and interpretation of laboratory tests and diagnostic studies, in-office minor surgical procedures.
- 2003-11 28 07 Family First Healthcare (Thomson, GA). Primary care provider in a private, rural, family medicine practice. Involved in all aspects of patient care, including: detailed history and physical examination, development of treatment plans, prescription of medications, ordering and interpretation of laboratory tests and diagnostic studies, in-office minor surgical procedures, Botox injections, laser hair and skin treatments.

- 1997-2000 Institute for Molecular Medicine and Genetics, Developmental Biology-Neuroscience, Augusta, GA. Worked as a lab technician performing research with neurotransmitters. Involved with cloning and characterizing the mouse gene for a vesicular GABA transporter (VGAT). Other duties included mixing chemical solutions, autoclaving equipment, entering computer data, presenting experimental data at weekly meetings.
- 1998-2000 American Red Cross Volunteer, Ft. Gordon, GA. Emergency Department volunteer at Eisenhower Army Medical Center and Troop Medical Clinic #4. Assisted hospital and clinic patients.

PROFESSIONAL AFFILIATIONS, APPOINTMENTS, AWARDS

American Academy of Physician Assistants. Member since 2001.

Georgia Association of Physician Assistants. Member since 2001.

Student Association of Physician Assistants. Medical College of Georgia. President 2002.

Summer Undergraduate Research Program (SMURP). Received from MCG in 2000.

Aquinas High School Board Member. 2003, 2004, 2005, 2006. Vice-president 2005-2006.

PROFESSIONAL LICENSURE AND CERTIFICATIONS

South Carolina Physician Assistant License- 2007 to present.

Certified by the National Commission on Certification of Physician Assistants, 2003.

Basic Life Support Certification- updated 3/2008

REFERENCES

Available upon request.

Registered Nurse Job Description



Weeks Medical Center

Weeks Medical Center

REGISTERED NURSE

First Name: xxxxx
Middle Name: xxxxx
Last Name: xxxxx
Position Name: xxxxx
Department Name: xxxxx
Facility Name: xxxxx
Manager Name: xxxxx
Hire Date: xxxxx
Employee Number: xxxxx
Status Change Date: xxxxx

Position Summary

The Office Nurse is a licensed professional nurse (RN, LPN or Certified MA) who is responsible for the care and treatment of clients in a medical office as directed by a physician. This nurse is responsible for ensuring the Nursing Process is followed to insure that quality care is provided to adult and pediatric patients.

Accountability

The Office Nurse is accountable to Clinical Nurse Supervisors.

Interrelationships

Works closely with medical staff, hospital staff, and support staff of Weeks Medical Center.

Qualifications

Basic

- Graduate from an accredited school of medical assisting or nursing
- Knowledge of new trends and techniques in medical assisting or nursing field
- Current CIB certification
- Current New Hampshire license as an RN, LPN or certification as a Certified Medical Assistant.

Office Nurse II

- Minimum of 1 year prior nursing experience.

Office Nurse III

- Minimum 3 years prior nursing experience.

Age of Population Served and Age-Specific Technology

None Specified

Physical Demands

Physical Activities

- Sitting - Frequently (2.5 to 5.5 hr/day)
- Stationary Standing - Frequently (2.5 to 5.5 hr/day)
- Walking - Frequently (2.5 to 5.5 hr/day)
- Ability to be mobile - Frequently (2.5 to 5.5 hr/day)
- Crouching (bend at knee) - Occasionally (0.5 to 2.5 hr/day)
- Kneeling/Crawling - Occasionally (0.5 to 2.5 hr/day)
- Stooping (bend at waist) - Frequently (2.5 to 5.5 hr/day)
- Twisting (knees/waist/neck) - Occasionally (0.5 to 2.5 hr/day)
- Climbing - Occasionally (0.5 to 2.5 hr/day)
- Balancing - Occasionally (0.5 to 2.5 hr/day)
- Reaching overhead - Occasionally (0.5 to 2.5 hr/day)
- Reaching extension - Occasionally (0.5 to 2.5 hr/day)
- Grasping - Occasionally (0.5 to 2.5 hr/day)
- Pinching - Rarely (less than 0.5 hr/day)
- Pushing/Pulling - Occasionally (0.5 to 2.5 hr/day)
- Lifting/Carrying - Occasionally (0.5 to 2.5 hr/day)

Other Physical Activities

Sensory Activities

- Talking to person - Frequently (2.5 to 5.5 hr/day)
- Talking on telephone - Frequently (2.5 to 5.5 hr/day)
- Hearing in person - Frequently (2.5 to 5.5 hr/day)
- Hearing on telephone - Frequently (2.5 to 5.5 hr/day)
- Vision for close work - Frequently (2.5 to 5.5 hr/day)

Other Sensory Requirements

Environmental Conditions

- This position may involve exposure to blood/body fluids of patients.

Service Excellence Criteria

1. **Make a positive first impression.** Interact in a friendly, professional, personable, efficient, and sensitive manner, always providing a service that is pleasant, helpful, and safe. **W**ork with the Medical Center's environment.
☐ Exceeds ☐ Meets ☐ Needs improvement
2. **Treat others as guests.** Act as a role model for the quality of work we offer in general and
☐ Exceeds ☐ Meets ☐ Needs improvement
3. **Be an effective communicator.** Work with patients, families, and colleagues and apply an open, friendly, and professional approach when you are having a problem with them. Follow the Communication to My Life Worksheet.
☐ Exceeds ☐ Meets ☐ Needs improvement
4. **Practice service recovery skills.** Turn negative comments or a negative impression into a positive outcome for the patient/family. ☐ Exceeds
☐ Exceeds ☐ Meets ☐ Needs improvement
5. **Be professional in image and appearance.** Represent the Medical Center as a professional in image and attitude. Act as a role model for the Medical Center's Dress Code policy. Also, act as a role model for the Medical Center's Code of Conduct.
☐ Exceeds ☐ Meets ☐ Needs improvement
6. **Practice teamwork.** Work with your team to develop a common vision and mission goals. Support your team members to achieve their goals and to provide excellence in patient care and safety care.
☐ Exceeds ☐ Meets ☐ Needs improvement
7. **Project a positive attitude.** Demonstrate an attitude of striving to find and implement positive approaches. Be patient in a situation, in light of the problem. Do not openly criticize your colleagues in front of others or to patients and families.
☐ Exceeds ☐ Meets ☐ Needs improvement
8. **Strive for excellence in all endeavors.** Always look for ways to work more effectively. Strive for higher quality in a cost-effective environment.
☐ Exceeds ☐ Meets ☐ Needs improvement

Essential Functions of the Job

1. Required skills and competencies have been completed with all competencies met (all job skills, knowledge, equipment knowledge)
☐ Exceeds ☐ Meets ☐ Needs improvement
2. Responsible for maintaining confidential records of vital statistics and other patient data.
☐ Exceeds ☐ Meets ☐ Needs improvement
3. Responsible for timely notification of clients of diagnostic test results and ensuring that clients receive appropriate follow-up care as requested by physician.
☐ Exceeds ☐ Meets ☐ Needs improvement
4. Communicates effectively to clients, their families, and health care professionals.
☐ Exceeds ☐ Meets ☐ Needs improvement
5. Employs safety and infection control principles according to OSHA protocols.
☐ Exceeds ☐ Meets ☐ Needs improvement
6. Meets standards, skills, and competencies of WMI/IM or Nurse.
☐ Exceeds ☐ Meets ☐ Needs improvement
7. Performance of phlebotomy and skills.
☐ Exceeds ☐ Meets ☐ Needs improvement
8. Records patients in a timely manner, recording height, body fat, weight, and BMI/W.
☐ Exceeds ☐ Meets ☐ Needs improvement
9. Utilizes the principles of teaching/learning to assure client understanding of health.
☐ Exceeds ☐ Meets ☐ Needs improvement
10. Effectively coordinates one or more provider practices, as assigned.
☐ Exceeds ☐ Meets ☐ Needs improvement
11. Relieves team leader and/or nurse manager for vacations, sick time, as assigned.
☐ Exceeds ☐ Meets ☐ Needs improvement
12. Coordinates care within the office team, interacts in a professional manner, communicates directly, and verbalizes scope of practice for self and others.
☐ Exceeds ☐ Meets ☐ Needs improvement
13. Assumes special projects as directed by Clinical Nurse Manager. Recognizes opportunities for projects which will benefit the office/CMHC/EC.
☐ Exceeds ☐ Meets ☐ Needs improvement
14. Assumes other duties, as assigned.
☐ Exceeds ☐ Meets ☐ Needs improvement

General Categories

1. **Attendance:** Does not exceed six unplanned absences in a 12-month period. Does not exceed six episodes of tardiness.
☐ Exceeds ☐ Meets ☐ Needs improvement
Exceeds = 0 absences
Meets = 1-3 absences
Needs Improvement = 4-6 absences
2. **General Safety:** follows departmental and organizational policies and procedures, safety conscious. Actively participates in departmental and facility-wide safety programs and demonstrates an understanding of safety issues and practices in all aspects of work.
☐ Exceeds ☐ Meets ☐ Needs improvement
3. **Organizational Policies and Procedures:** follows organizational policies and procedures.
☐ Exceeds ☐ Meets ☐ Needs improvement
 - Employees' Guide to Personnel Policies and Procedures
 - Use of telephone system
 - Rules of Conduct
 - Code of Professional Conduct
 - Confidentiality Policy
4. **Participation:** Actively participates in departmental and organizational committees and activities.
☐ Exceeds ☐ Meets ☐ Needs improvement
5. **Judgment:** Makes sound decisions after evaluation of the situation. Is able to set priorities and manage time effectively.
☐ Exceeds ☐ Meets ☐ Needs improvement
6. **Self-development:** Maintains required certification for job. Has gained additional formal qualifications beyond the minimum requirement for the job. Has learned additional job duties and skills. Has followed up on any personal development plan.

Overall Performance Rating

Overall Performance Rating

Overall

Overall

Overall Assessment

Certified Medical Assistant Job Description



Weeks Medical Center

Weeks Medical Center

CERTIFIED MEDICAL ASSISTANT

First Name xxxxx
Middle Name xxxxx
Last Name xxxxx
Position Name xxxxx
Department Name xxxxx
Facility Name xxxxx
Manager Name xxxxx
Hire Date xxxxx
Employee Number xxxxx
Status Change Date xxxxx

Position Summary

The medical assistant is responsible for the care and treatment of patients in a medical office as directed by a physician. They work under the supervision of the provider to ensure that quality care is provided to adult and pediatric patients.

Accountability

The medical assistant is accountable to the providers as well as the Team Leader and Medical Practice Manager.

Interrelationships

Works closely with medical staff, clinical staff, and support staff of Weeks Medical Center.

Qualifications

- Graduate from an accredited school of medical assisting
- Knowledge of new trends and techniques in medical assisting
- Current BLS certification
- Current New Hampshire certification as a Certified Medical Assistant or Registered Medical Assistant preferred
- Previous experience preferred

Age of Population Served and Age-Specific Technology

Physical Demands

- **Physical Activities**
 - Sitting - Frequently (2.5 to 5.5 hr/day)
 - Stationary Standing - Occasionally (.5 to 2.5 hr/day)
 - Walking - Frequently (2.5 to 5.5 hr/day)
 - Ability to be mobile - Continually (5.5 to 8 hrs/day)
 - Crouching (bend at knee) - Occasionally (.5 to 2.5 hr/day)
 - Kneeling/Crawling - Rarely (less than .5 hr/day)
 - Stooping (bend at waist) - Frequently (2.5 to 5.5 hr/day)
 - Twisting (knees/waist/neck) - Continually (5.5 to 8 hrs/day)
 - Climbing - Rarely (less than .5 hr/day)
 - Balancing - Occasionally (.5 to 2.5 hr/day)
 - Reaching overhead - Occasionally (.5 to 2.5 hr/day)
 - Reaching extension - Frequently (2.5 to 5.5 hr/day)
 - Grasping - Continually (5.5 to 8 hrs/day)
 - Pinching - Continually (5.5 to 8 hrs/day)
 - Repetitive hand/wrist motion (i.e. keyboarding) - Continually (5.5 to 8 hrs/day)
 - Pushing/Pulling - Rarely (less than .5 hr/day) - Typical 100#; Maximum 200#
 - Lifting/Carrying - Frequently (2.5 to 5.5 hr/day) - Typical 20#; Rarely (less than .5 hr/day) - Maximum 50#
- **Other Physical Activities**
 - **Sensory Activities**
 - Talking to person - Continually (5.5 to 8 hrs/day)
 - Talking on telephone - Frequently (2.5 to 5.5 hr/day)
 - Hearing in person - Continually (5.5 to 8 hrs/day)
 - Hearing on telephone - Frequently (2.5 to 5.5 hr/day)
 - Vision for close work - Continually (5.5 to 8 hrs/day)
 - **Other Sensory Requirements**
- **Environmental Conditions**
 - This position may involve exposure to blood, body fluids, or tissues.

Service Excellence Criteria

1. **Make a positive first impression.** First impressions define our personality to others and set the tone. By making a positive first impression, our patients, families, and colleagues will feel welcome at our Medical Center environment.
Exceeds - Meets - Needs Improvement

2. **Treat others as guests.** Be a team member who treats all guests with a high level of respect.
 - Exceeds Meets Needs improvement
3. **Be an effective communicator.** Seek to understand others and build rapport with them. Communicate with others and pay attention to having a positive relationship with them. Follow the 7 C's of Communication.
 - Exceeds Meets Needs improvement
4. **Practice service recovery skills.** Turn negative experiences into positive ones for the patient, family, or caregiver.
 - Exceeds Meets Needs improvement
5. **Be professional in image and appearance.** Represent the Medical Center as a professional in image and conduct. Adhere to the policy for the Medical Center's dress code policy. See page 40 in the handbook for the Medical Center's Code of Conduct.
 - Exceeds Meets Needs improvement
6. **Practice teamwork.** Work with your team to develop a positive work environment and support the team's efforts to achieve its goals and to provide excellence in patient care and services.
 - Exceeds Meets Needs improvement
7. **Project a positive attitude.** Demonstrate a attitude of going the extra mile and implement positive appearance. Be part of the solution, not part of the problem. Do not openly criticize your colleagues or team members or patients and families.
 - Exceeds Meets Needs improvement
8. **Strive for excellence in all endeavors.** Always look for ways to work more effectively. Strive for higher quality in a cost-effective environment.
 - Exceeds Meets Needs improvement

Essential Functions of the Job

1. Required skills and competencies. Has competency (has or been trained with) all competencies mentioned in job skills, knowledge, equipment knowledge?
 - Exceeds Meets Needs improvement
2. Maintains confidential records of vital statistics and other pertinent data in the electronic medical record.
 - Exceeds Meets Needs improvement
3. Notifies clients of diagnostic test results in a timely manner as instructed by the provider.
 - Exceeds Meets Needs improvement
4. Ensures patients receive timely follow-up care as requested by the provider.
 - Exceeds Meets Needs improvement
5. Sets patient recalls and alerts in the electronic medical record per established protocols.
 - Exceeds Meets Needs improvement
6. Communicates effectively with staff, patients and families.
 - Exceeds Meets Needs improvement
7. Employs established safety and infection control principles.
 - Exceeds Meets Needs improvement
8. Works effectively as a member of a team, which may include responsibility for scheduling, sending recall notices, and prescription refill per provider orders.
 - Exceeds Meets Needs improvement
9. Meets standards, skills and competencies of Weeks Medical Center Ethics.
 - Exceeds Meets Needs improvement
10. Performs phlebotomy and EKG's at the request of a provider.
 - Exceeds Meets Needs improvement
11. Rooms patients in a timely manner, recording vital signs, weight, BMI, chief complaint, etc. in the electronic medical record for the providers review.
 - Exceeds Meets Needs improvement
12. Applies principles of teaching/learning to ensure client understanding of how to per provider instructions.
 - Exceeds Meets Needs improvement
13. Coordinates care within the office team, interacts in a professional manner, communicate, direct, and understands scope of practice for self and others.
 - Exceeds Meets Needs improvement
14. Is cross-trained to work in multiple practices and specialties.
 - Exceeds Meets Needs improvement
15. Effectively assist with one or more provider practices.
 - Exceeds Meets Needs improvement
16. Schedules routine and acute appointments to maximize provider time.
 - Exceeds Meets Needs improvement
17. Runs reports as needed from the electronic medical record.
 - Exceeds Meets Needs improvement
18. Sends patient recall notices and other correspondence.
 - Exceeds Meets Needs improvement
19. Provides patients with patient educational materials at the request of a provider.
 - Exceeds Meets Needs improvement
20. Ensures that all supplies and services are appropriately charged.
 - Exceeds Meets Needs improvement
21. Responds to patient telephone inquiries at the direction of the provider.
 - Exceeds Meets Needs improvement
22. Is trained to cover additional duties related to the electronic medical record such as the fax inbox, prescription line, etc.
 - Exceeds Meets Needs improvement
23. Upon successful completion of training is utilized as a trainer for new employees.
 - Exceeds Meets Needs improvement
24. Assumes other duties as assigned.
 - Exceeds Meets Needs improvement

General Categories

1. **Attendance:** Does not exceed six unplanned absences in a 12-month period. Does not exceed six episodes of tardiness.
 - Exceeds Meets Needs improvement
 - Exceeds = 0 absences
 - Meets = 1-3 absences
 - Needs Improvement = 4+ absences

- 2. **General Safety:** Knows departmental and organizational policies and procedures relating to safety concerns. Actively participates in departmental and facility-wide safety programs and demonstrates understanding of safety concerns and organizational aspects of work.
 - ☐ Exceeds ☐ Meets ☐ Needs improvement
 - 3. **Organizational Policies and Procedures:** Knows organizational policies and procedures.
 - ☐ Exceeds ☐ Meets ☐ Needs improvement
 - Employee Guide to Personnel Procedures Handbook
 - Line of telephone system
 - Rules of Conduct
 - Code of Professional Conduct
 - Confidentiality Policy
 - 4. **Participation:** Actively participates in departmental and organizational committees and activities.
 - ☐ Exceeds ☐ Meets ☐ Needs improvement
 - 5. **Judgment:** Makes sound decisions after evaluation of the situation, relative to staff priorities and manages time effectively.
 - ☐ Exceeds ☐ Meets ☐ Needs improvement
- Self-development:** Maintains required certification for job. Has earned additional formal qualifications beyond the minimum requirement for the job. Has learned additional job duties and skills that followed up on any personal development plan.
- ☐ Exceeds ☐ Meets ☐ Needs improvement

Overall Performance Rating

Overall Performance Rating

- Exceeds
- Meets
- Needs improvement

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Division of Public Health Services

Agency Name: Weeks Medical Center

Name of Bureau/Section: Community Health Services/Maternal & Child Health/Family Planning Services

BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16)			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Rona Glines, Director of Physician Services	\$155,750	0.00%	\$0.00
Lars Nielson, Medical Director	\$322,575	0.00%	\$0.00
Elizabeth Lounsbury, Practice Manager	\$95,075	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17)			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Rona Glines, Director of Physician Services	\$155,750	0.00%	\$0.00
Lars Nielson, Medical Director	\$329,026	0.00%	\$0.00
Elizabeth Lounsbury, Practice Manager	\$96,976	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc.), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.